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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **WESTERN DIVISION**

16
17 SECURITIES AND EXCHANGE
18 COMMISSION,

19 Plaintiff,

20 vs.

21 JAMMIN' JAVA CORP., dba MARLEY
22 COFFEE, SHANE G. WHITTLE,
23 WAYNE S. P. WEAVER, MICHAEL K.
24 SUN, RENE BERLINGER, STEPHEN B.
25 WHEATLEY, KEVIN P. MILLER,
MOHAMMED A. AL-BARWANI,
ALEXANDER J. HUNTER, and
THOMAS E. HUNTER,

26 Defendants.
27
28

Case No. 2:15-CV-08921

AMENDED COMPLAINT

Hon. Stephen V. Wilson

1 Plaintiff, the United States Securities and Exchange Commission (“SEC”),
2 alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Commission brings this action pursuant to Sections 20(b) and 20(d)
5 of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77t(b)] and
6 Sections 21(d) and 21(e) of the Securities Exchange Act of 1934 (“Exchange Act”)
7 [15 U.S.C. §§ 78u(d) and 78u(e)].

8 2. This Court has jurisdiction over this action pursuant to Section 22 of the
9 Securities Act (15 U.S.C. § 77v), Section 27 of the Exchange Act (15 U.S.C. § 78aa),
10 and 28 U.S.C. § 1331.

11 3. Venue is proper in this Court pursuant to Section 22(a) of the Securities
12 Act [15 U.S.C. § 77v(a)] and Section 27 of the Exchange Act (15 U.S.C. § 78aa).
13 Acts, practices, and courses of business constituting violations alleged herein have
14 occurred within the jurisdiction of the United States District Court for the Central
15 District of California and elsewhere. Moreover, certain defendants resided or
16 transacted business in this district. Venue also is appropriate pursuant to 28 U.S.C.
17 § 1391. A substantial part of the events or omissions giving rise to the claims
18 occurred within this district. [28 U.S.C. § 1391(b)(2).] In addition, any defendant
19 not resident in the United States may be sued in any judicial district. [28 U.S.C.
20 § 1391(c)(3).]

21 4. Defendants, directly and indirectly, made use of means or instruments of
22 transportation or communication in interstate commerce, or of the mails, or of any
23 facility of a national securities exchange in connection with the alleged acts,
24 practices, and courses of business.

25 **SUMMARY**

26 5. This matter concerns a pump-and-dump scheme and an unregistered
27 offering involving the securities of Jammin’ Java Corp. (“Jammin’ Java” or the
28 “Company”) that generated approximately \$78 million in illicit profits. Operated

1 under the name “Marley Coffee,” Jammin’ Java owned a license to use trademarks of
2 the late reggae artist Bob Marley for licensed coffee products. The Company was
3 formed by one of Bob Marley’s sons, Rohan Marley (“Marley”).

4 6. Jammin’ Java’s stock has been publicly traded and quoted on the over-
5 the-counter market since 2008, when former CEO Defendant Shane Whittle
6 (“Whittle”) orchestrated the Company’s reverse merger into a publicly traded shell
7 company that was purportedly in the waste management business. Ahead of this
8 reverse merger, Whittle secretly gained control of millions of shares that previously
9 had been issued to foreign nominees. Whittle controlled this stock for years, during
10 which time he served as the Company’s executive officer and director.

11 7. In 2010, Whittle exploited his position by coordinating an illegal
12 offering and fraudulent promotion of Jammin’ Java’s stock. In preparation for this
13 offering, Whittle distributed 16 million shares of nominee stock through a complex
14 network of offshore shell entities controlled by, among others, Defendants Wayne
15 Weaver (“Weaver”), Michael Sun (“Sun”), Kevin Miller (“Miller”), Stephen
16 Wheatley (“Wheatley”), and Rene Berlinger (“Berlinger”). Collectively, these
17 transfers amounted to approximately 19% of Jammin’ Java’s outstanding stock.

18 8. To boost the stock price, Whittle introduced to Jammin’ Java a sham
19 financing arrangement orchestrated by Weaver and others. Whittle also arranged for
20 the fraudulent promotion of Jammin’ Java stock by Defendants Alexander and
21 Thomas Hunter (collectively, the “Hunters”), two close associates of Whittle who
22 since have been charged by the Commission for fraudulent promotions in other
23 pump-and-dump schemes.

24 9. Jammin’ Java’s public announcement of the financing arrangement and
25 other company announcements—in concert with coordinated trades—prompted an
26 increase in Jammin’ Java’s share price and volume. In March 2011, this price
27 increase intensified when the Hunters began disseminating fraudulent newsletters
28 promoting Marley Coffee and Jammin’ Java stock. Consequently, over a six-month

1 period from late 2010 to mid-2011, Jammin' Java's share price and volume increased
2 dramatically, rising from \$0.17 per share and no volume in December 2010 to an
3 intraday high of \$6.35 and volume of 20 million shares on May 12, 2011.

4 10. As the stock price rose, Whittle illegally distributed another large block
5 of Jammin' Java stock through the network of offshore intermediaries, which
6 included Weaver, Sun, Wheatley, Miller, Defendant Mohammed Al-Barwani
7 ("Al-Barwani"), and Berlinger. In the aggregate, over 34 million shares, or nearly
8 49% of Jammin' Java's outstanding stock, were distributed through these transfers.
9 Rather than trade in their own name, these Defendants used proxy shell entities
10 designed to conceal their ownership and control of Jammin' Java stock.

11 11. By selling over 45 million shares into the artificially inflated market,
12 entities controlled by or coordinating with the Defendants generated approximately
13 \$78 million in illicit trading profits from February to May 2011. The 45 million
14 shares amounted to approximately two thirds of Jammin' Java's outstanding stock at
15 the time and nearly its entire public float. Defendants Weaver, Miller, Al-Barwani,
16 and Berlinger then transferred \$2.5 million of the illicit profits to Jammin' Java under
17 the guise of the sham financing agreement announced at the outset of the promotion.
18 Multiple Defendants also took a portion of the trading profits for themselves and
19 transferred proceeds to other foreign jurisdictions to obscure the beneficiaries of the
20 scheme.

21 12. Jammin' Java's share price and volume began to collapse a few days
22 after the Company disclosed on May 9, 2011 that it had become aware of an
23 unauthorized and unaffiliated internet stock promotion. On May 17, 2011, its share
24 price fell further after Jammin' Java released disappointing results in its Form 10-K.
25 As a result of Defendants' illegal distribution and fraudulent promotion, investors in
26 Jammin' Java stock lost millions of dollars.

SETTLED DEFENDANTS¹

13. **Jammin’ Java Corp.** (“Jammin’ Java” or the “Company”), a Nevada corporation, was headquartered in Beverly Hills, California at the time of the misconduct. Currently, Jammin’ Java is headquartered in Denver, Colorado. Operated under the name “Marley Coffee,” Jammin’ Java owned a license to use trademarks of the late reggae artist Bob Marley for licensed coffee products. Jammin’ Java was formed through a reverse merger with Global Electronic Recovery Corp. (“GERC”), a purported waste management company and a publicly traded shell company located in Los Angeles, California. On August 2, 2006,² GERC registered securities with the Commission pursuant to Section 12(g) of the Exchange Act. In February 2008, GERC merged with a newly formed entity, Marley Coffee, Inc., and changed its name to Marley Coffee. GERC’s stock was quoted on the Over-the-Counter Bulletin Board (“OTCBB”) under the symbol GERV, until after the reverse merger with Marley Coffee—at which point it began trading under the symbol MYCF. In July 2009, Marley Coffee changed its name to Jammin’ Java and its ticker symbol to JAMN. From its inception until at least September 2011, Jammin’ Java was a shell company, without any significant operations or assets. Jammin’ Java has failed to earn positive operational cash flow or an accounting profit, and consistently disclosed going-concern risks in its SEC filings. As of January 31, 2016, Jammin’ Java had accumulated a deficit of \$29 million in operating losses.

14. **Stephen B. Wheatley** (“Wheatley”), age 53, resides in or near London, in the UK, and is a citizen of the UK.

¹ The Commission settled its claims against Defendants Jammin’ Java and Wheatley. The Court approved the settlements and entered judgments on the Commission’s claims. The Commission does not intend for the amended Complaint to disturb or affect the settlements or the judgments.

² Dates cited in this Complaint are approximate and intended to be read as equivalent to “on or about” or “in or around” the particular date in question.

DEFENDANTS

15. **Shane G. Whittle** (“Whittle”), age 40, a Canadian citizen, maintained a residence in Los Angeles, California from at least 2009 to 2011, and another in or around Vancouver, British Columbia in Canada. Currently, Whittle resides in or near Kelowna, British Columbia in Canada or in Bridgetown, Barbados in the West Indies. From at least August 2008 to May 2010, Whittle served as the CEO, Treasurer, Secretary, and a director of Jammin’ Java. In April and May 2010, Whittle formally resigned his board and his executive officer positions. However, after he resigned, Whittle continued to direct the affairs of Jammin’ Java as a *de facto* officer until he was retained as a consultant on August 1, 2011, when the Company hired a new CEO. Whittle’s association with Jammin’ Java ended with the termination of his consulting agreement in 2012. From the time of the reverse merger until at least December 2010, Whittle also held a significant ownership stake in Jammin’ Java. In response to discovery requests in this case, Whittle invoked his Fifth Amendment privilege against self-incrimination.

16. **Wayne S. P. Weaver** (“Weaver”), age 49, resides on Nevis or in the Bailiwick of Jersey, and is a citizen of the United Kingdom and Canada. In response to discovery requests in this case, Weaver invoked his Fifth Amendment privilege against self-incrimination.

17. **Michael K. Sun** (“Sun”), age 60, resides in St. Brelade, Jersey and is a citizen of India. Until at least 2009, Sun managed Centurion Management Services, Ltd., an offshore trust management business headquartered in Jersey. On March 1, 2010, the Jersey Financial Services Commission issued an order preventing Sun from engaging in any employment with any registered person or performing any function or service within the financial services business without the approval of the Jersey Financial Services Commission. Following the issuance of this order, Sun became Weaver’s business partner.

1 18. **Rene Berlinger** (“Berlinger”), age 59, resides in Trimbach, Switzerland
 2 and is a citizen of Switzerland. Berlinger operated in part through the Swiss entities
 3 Volante Advisory, A.G. (“Volante”) and Grivo A.G. (“Grivo”), which he controls or
 4 shares control. Through these businesses, and in his own name, Berlinger formed and
 5 managed offshore entities at the direction of individuals seeking to conduct financial
 6 transactions anonymously.

7 19. **Kevin P. Miller** (“Miller”), age 47, resides in St. Brelade, Jersey, and is
 8 a citizen of the UK. In response to discovery requests in this case, Miller invoked his
 9 Fifth Amendment privilege against self-incrimination and declined to answer. In
 10 doing so, Miller purported to reserve the right to “supplement [his] response as
 11 appropriate.”

12 20. **Mohammed A. Al-Barwani** (“Al-Barwani”), age 73, resides in Muscat,
 13 Oman and is a citizen of Oman.

14 21. **Alexander J. Hunter** (“A. Hunter”) and his twin brother, **Thomas E.**
 15 **Hunter** (“T. Hunter”), age 26, reside in or near Manchester, in the UK, and are
 16 citizens of the UK. A. Hunter recently changed his name and is now known as John
 17 Alexander. At the time of the misconduct, T. Hunter resided in Vancouver, British
 18 Columbia in Canada. In response to discovery requests in this case, A. Hunter and
 19 T. Hunter each invoked his Fifth Amendment privilege against self-incrimination

20 **RELATED ENTITIES**

21 **Whittle’s Entities**

22 22. **Tyrone Investments, Inc.** (“Tyrone”) was established in Panama on
 23 September 10, 2007. Whittle was the sole beneficial owner of Tyrone and directed
 24 the activity in its name. Tyrone was formed by Gray & Co. (“Gray”), a Panamanian
 25 law firm, and its nominee officers and directors included Lourdes Arauz (“Arauz”),
 26 Jeniffer Gonzalez (“Gonzalez”), and Yodalis Murillo (“Murillo”). Whittle approved
 27 the opening of an account for Tyrone at Verdmont Capital, S.A. (“Verdmont”), a
 28 Panamanian brokerage firm, on September 18, 2007. From the time of its formation

1 through at least May 2011, or its termination, Tyrone was a shell entity without any
2 operations—beyond trading stock and transferring funds—or employees.

3 23. **Monolosa Real Estate, Inc.** (“Monolosa”) was established in Panama
4 on May 16, 2007. Whittle was the sole beneficial owner of Monolosa and directed
5 the activity in its name. Monolosa was formed by Morgan & Morgan (“Morgan”), a
6 Panamanian law firm, and its nominee officers and directors included José Silva
7 (“Silva”), Dianeth De Ospino (“De Ospino”), and Marta De Saavedra
8 (“De Saavedra”). Whittle approved the opening of an account for Monolosa at
9 VP Bank (Switzerland) Ltd. (“VP Bank”), a Swiss bank, on October 17, 2007. The
10 account was managed by EH&P Investments, A.G. (“EH&P”), a subsidiary of Bank
11 Gutenberg, A.G. (“Bank Gutenberg”), formerly Cat Group, A.G. From the time of its
12 formation through at least May 2011, or its termination, Monolosa was a shell entity
13 without any operations—beyond trading stock and transferring funds—or employees.

14 24. **Nemo Development, S.A.** (“Nemo”) was established in Panama on
15 June 15, 2007. Whittle was the sole beneficial owner of Nemo and directed the
16 activity in its name. Nemo was formed by Morgan, with the involvement of Silva
17 and De Ospino, and its nominee officers and directors included Carlo Civelli,
18 De Saavedra, and De Ospino. From the time of its formation through at least
19 May 2011, or its termination, Nemo was a shell entity without any operations—
20 beyond trading stock and transferring funds—or employees.

21 25. **El Tololo Investment Corp.** (“Tololo”) was established in Panama on
22 October 3, 2007. Whittle was the sole beneficial owner of Tololo and directed the
23 activity in its name. Tololo was formed by Morgan, with the involvement of Silva,
24 and its nominee officers and directors included Stephen Mazenauer (“Mazenauer”),
25 De Saavedra, and Kessler. Whittle approved the opening of an account for Tololo at
26 Bank Sarasin & Cie, A.G., a Swiss bank, on October 9, 2007 by Mazenauer. From
27 the time of its formation through at least May 2011, or its termination, Tololo was a
28

1 shell entity without any operations—beyond trading stock and transferring funds—or
2 employees.

3 26. **Luminus Real Estate, Inc.** (“Luminus”) was established in Panama on
4 November 22, 2007. Whittle was the sole beneficial owner of Luminus and directed
5 the activity in its name. Luminus was formed by Morgan, and its nominee officers
6 and directors included Silva, De Ospino, and De Saavedra. Whittle approved the
7 opening of an account for Luminus at Finter Bank Zurich A.G. (“Finter Bank”), a
8 Swiss bank, on February 6, 2008. The account was managed by EH&P. From the
9 time of its formation through at least May 2011, or its termination, Luminus was a
10 shell entity without any operations—beyond trading stock and transferring funds—or
11 employees.

12 **Weaver’s Entities**

13 27. **Donnolis Invest Corp.** (“Donnolis”) was established in Panama on
14 February 20, 2009. Weaver was the sole beneficial owner of Donnolis and directed
15 the activity in its name. Donnolis was formed by Morgan, and its nominee officers
16 and directors included Silva, De Ospino, and De Saavedra. These individuals also
17 were designated as the officers and directors for several of Whittle’s entities. Weaver
18 approved the opening of an account for Donnolis at Finter Bank, a Swiss bank, on
19 March 8, 2010. The account was managed by EH&P. From the time of its formation
20 through at least May 2011, or its termination, Donnolis was a shell entity without any
21 operations—beyond trading stock and transferring funds—or employees. As detailed
22 below, Donnolis received a portion of the proceeds from the sale of Jammin’ Java
23 stock by another offshore entity, Westpark Ltd. (owned and controlled by Sun).

24 28. **Calgon Invest, S.A.** (“Calgon”) was formed in the Marshall Islands by
25 Berlinger on November 18, 2010. On November 24, 2010, Berlinger also opened the
26 Calgon account that would receive Jammin’ Java stock. The Calgon account was
27 opened at B&C Capital, Inc. (“Bateman”), an affiliate of Bateman & Company. The
28 Calgon account was managed by an account representative, Andrew Golding

1 (“Golding”). Berlinger, who was retained as the sole officer and a director of the
2 entity, formed Calgon and opened the accounts for Calgon at Weaver’s direction.
3 Weaver was the sole beneficial owner of Calgon, and he directed the trading in the
4 Calgon account. From the time of its formation through at least May 2011, Calgon
5 was a shell entity without any operations—beyond trading stock and transferring
6 funds—or employees. From the account opening in November 2010 through
7 May 2011, nearly all of the activity in the relevant account consisted of (a) the
8 acquisition and sale of Jammin’ Java stock or (b) the movement of related sale
9 proceeds. The exception was Calgon’s receipt and transfer (but not sale) of the stock
10 of another penny stock issuer traded on U.S. over-the-counter market, Lucky Boy
11 Silver Corp. (ticker: LUCB) (“Lucky Boy”), later National Graphite Corp. (ticker:
12 NGRC).

13 29. **Timotei Overseas, Inc.** (“Timotei”) was created on September 3, 2010
14 in Panama, with the assistance of Gray. Weaver was the sole beneficial owner of
15 Timotei. The Timotei account that ultimately would receive Jammin’ Java stock was
16 opened on September 28, 2010 at Verdmont by Gray. Timotei’s nominee officers
17 and directors were Marisela Simmons (“Simmons”), Eyda De Freitas, Murillo, and
18 Cesar Degracia (“Degracia”), each of whom was employed by Gray. Weaver
19 authorized the account opening for Timotei and transactions in the account. From the
20 time of its formation through at least May 2011, Timotei was a shell entity without
21 any operations—beyond trading stock and transferring funds—or employees. From
22 the account opening in September 2010 through May 2011, nearly all of the activity
23 in the relevant account consisted of (a) the acquisition and sale of Jammin’ Java stock
24 or (b) the movement of related sale proceeds. The only other activity related to the
25 deposit and transfer—but not sale—of a stock of a penny stock issuer traded on the
26 U.S. over-the-counter market, Lucky Boy. As detailed below, Timotei transferred a
27 portion of the proceeds from its sale of Jammin’ Java stock to Sun’s Cilitz and to
28 Weaver.

1 30. **Arcis Assets, S.A.** (“Arcis”) was formed in the Marshall Islands on
2 August 20, 2009 by Roger Knox (“Knox”). Weaver was the sole beneficial owner of
3 Arcis. On September 17, 2010, an account was opened at CBH Compagnie Bancaire
4 Helvétique, S.A. (“CBH”) for Arcis. David Craven (“Craven”) and Stephen Drayton
5 (“Drayton”) with Eurohelvetia TrustCo S.A. (“Eurohelvetia”) served as the officers
6 of Arcis and had authority from Weaver to act on its behalf. The Arcis account was
7 opened and managed by Eurohelvetia. Weaver authorized the opening of the account
8 in the name of Arcis, as well as transactions conducted in the account. From the time
9 of its formation through at least May 2011, Arcis was a shell entity without any
10 operations—beyond trading stock and transferring funds—or employees. From
11 September 2010 through May 2011, nearly all of the activity in the relevant account
12 consisted of (a) the acquisition and sale of Jammin’ Java stock or (b) the movement
13 of related sale proceeds. The only other activity related to a single other stock of a
14 penny stock issuer, Jetblack Corp. (ticker: JTBK), traded on the U.S. over-the-counter
15 market. As detailed below, Arcis transferred a portion of the proceeds from its sale
16 of Jammin’ Java stock to Weaver.

17 31. **Manitou S.A.** (“Manitou”) was formed in the Marshall Islands on
18 February 17, 2011. Weaver was the sole beneficial owner of Manitou. Anthony
19 Killarney, Kenneth Ciapala, and Knox of Blacklight S.A. were designated as
20 Manitou’s officers and directors and acted on its behalf. Weaver approved the
21 opening of the Manitou account at Bank Gutenberg, and he directed or approved
22 transactions in the account. Bank Gutenberg was affiliated with EH&P, which
23 managed accounts for Whittle, Weaver, and Sun. Manitou had no employees. Other
24 than the acquisition and sale of stock, Manitou had no other operations. From the
25 account opening in February 2011 through May 2011, nearly all of the activity in the
26 relevant account consisted of (a) the acquisition and sale of Jammin’ Java stock or
27 (b) the movement of related sale proceeds. The account only acquired a single other
28 stock—a penny stock traded on the U.S. over-the-counter market, Northumberland

Resources, Inc. (ticker: NHUR) (“Northumberland”). In 2011 and 2012, Northumberland stock also was handled by accounts in the name of Donnolis (Weaver), Las Colinas (Miller), and Timotei (Weaver). As detailed below, Manitou transferred a portion of the proceeds from its sale of Jammin’ Java stock to Weaver.

Sun’s Entities

32. **Cilitz and Trade, S.A.** (“Cilitz”) was established in Panama on November 30, 2009. Sun was the sole beneficial owner of Cilitz and directed the activity in its name. Cilitz was formed by Morgan, and its nominee officers and directors included Silva, De Ospino, and De Saavedra. As described above, these individuals also were involved in the formation and management of entities owned and controlled by Whittle and Weaver. Sun approved the opening of an account for Cilitz at Finter Bank, a Swiss bank, on February 11, 2010. The account was managed by EH&P, which also managed accounts established for Whittle and Weaver. From the time of its formation through at least May 2011, or its termination, Cilitz was a shell entity without any operations—beyond trading stock and transferring funds—or employees. As detailed below, Cilitz received a portion of the proceeds from the sale of Jammin’ Java stock from another offshore entity, Timotei (owned and controlled by Weaver).

33. **Westpark Ltd.** (“Westpark”) was established by Berlinger on August 27, 2010 in the Marshall Islands. Sun was the sole beneficial owner of Westpark. Berlinger was retained as the sole officer and director of Westpark. On August 30, 2010, Westpark opened an account at VP Bank. Sun authorized Berlinger to open and manage the Westpark account on his behalf. In exercising his authority over transactions in the account, Berlinger acted at the direction of Sun. Berlinger apprised Sun of trading and fund transfer activity in the Westpark account. From the time of its formation through at least May 2011, Westpark was a shell entity without any operations—beyond trading stock and transferring funds—or employees. From the account opening in August 2010 through May 2011, all or nearly all of the

1 activity in the relevant account consisted of (a) the acquisition and sale of Jammin’
2 Java stock or (b) the movement of related sale proceeds. As detailed below,
3 Westpark transferred a portion of the proceeds from its sale of Jammin’ Java stock to
4 Weaver’s Donnolis and to Sun.

5 34. **Torino Invest, S.R.L.** (“Torino”) was formed on Nevis by Conrad
6 Smithen and Craven on January 22, 2010. Sun was the sole beneficial owner of
7 Torino. Craven and Drayton served as the officers of Torino and had authority from
8 Sun to act on its behalf. Craven and Drayton also opened and managed accounts for
9 Arcis (Weaver). On October 1, 2010, an account was opened at CBH in the name of
10 Torino. Sun authorized the account opening for Torino and transactions in the
11 account. From the time of its formation through at least May 2011, Torino was a
12 shell entity without any operations—beyond trading stock and transferring funds—or
13 employees. From October 2010 through May 2011, nearly all of the activity in the
14 relevant account consisted of (a) the acquisition and sale of Jammin’ Java stock or
15 (b) the movement of related sale proceeds. The only other activity related to small
16 sales of Lucky Boy, which also was traded by other Defendants’ entities. As detailed
17 below, Torino transferred a portion of the proceeds from its sale of Jammin’ Java
18 stock to Weaver’s Arcis.

19 **Miller’s Entities**

20 35. **Las Colinas Ltd.** (“Las Colinas”) was formed in the Marshall Islands on
21 August 27, 2010 by Berlinger with the approval of Miller. Miller was the sole
22 beneficial owner of Las Colinas. Berlinger was retained as the sole officer and
23 director of Las Colinas. On August 30, 2010, Berlinger opened an account for Las
24 Colinas at VP Bank. Miller authorized Berlinger to open and manage the Las Colinas
25 account on his behalf. In exercising his authority over transactions in the account,
26 Berlinger acted at the direction of Miller. Berlinger apprised Miller of trading and
27 fund transfer activity in the Las Colinas account. From the time of its formation
28 through at least May 2011, Las Colinas was a shell entity without any operations—

beyond trading stock and transferring funds—or employees. From the account opening in August 2010 through May 2011, the only activity in the relevant account consisted of (a) the acquisition and sale of Jammin’ Java stock or (b) the movement of related sale proceeds. As detailed below, Las Colinas transferred a portion of the proceeds from its sale of Jammin’ Java stock to Jammin’ Java, to one of Weaver’s entities, and to Miller’s personal bank account.

36. **Rahela International, Inc.** (“Rahela”) was created on September 17, 2010 in Panama with the assistance of Gray. Miller was the sole beneficial owner of Rahela. Three individuals, Alicia de Gonzalez, Ruben Barnett, and Brigida Quintana, were appointed as nominee officers and directors of Rahela. In addition, Simmons, Degracia, and Murillo signed corporate resolutions on behalf of Rahela to effectuate the transfer of Jammin’ Java stock. Gray also helped form Tyrone (Whittle) and Timotei (Weaver), and Simmons, DeGracia, and Murillo also served as nominee officers of Timotei. On September 28, 2010—the same day that the Timotei account was opened—Gray opened an account for Rahela at Verdmont, which also maintained accounts for Tyrone and Timotei. Miller authorized Gray to open and manage the Rahela account on his behalf. In exercising its authority over transactions in the account, Gray acted at the direction of Miller, as the sole beneficial owner of Rahela, and Weaver, who had some trading authority over the account. Shortly after Miller opened an earlier account at Verdmont in November 2007, traveling to Panama to do so, Weaver wrote a referral letter to Verdmont on behalf of Miller. From the time of its formation through at least May 2011, Rahela was a shell entity without any operations—beyond trading stock and transferring funds—or employees. From the account opening in August 2010 through May 2011, nearly all of the activity in the relevant account consisted of (a) the acquisition and sale of Jammin’ Java stock or (b) the movement of related sale proceeds. The only other activity involved the receipt of shares of Lucky Boy—the same penny stock owned by

1 Timotei (Weaver), Torino (Sun), and Petersham (Wheatley). Those shares ultimately
2 were delivered out of the account without having been sold by Rahela.

3 **Al-Barwani's Entity**

4 37. **Renavial Ltd.** ("Renavial") was formed in the Marshall Islands on
5 September 14, 2010 by Berlinger, with the assistance of Sun and Weaver.

6 Al-Barwani was the sole beneficial owner of Renavial. Berlinger was retained as the
7 sole officer and director of Renavial. With the approval of Al-Barwani, Berlinger
8 opened an account at VP Bank in the name of Renavial on September 21, 2010.

9 Al-Barwani authorized Berlinger to open and manage the Renavial account on his
10 behalf. In exercising his authority over transactions in the account, Berlinger acted at
11 the direction of Al-Barwani. Berlinger apprised Al-Barwani of trading and fund
12 transfer activity in the Renavial account. From the time of its formation through at
13 least May 2011, Renavial was a shell entity without any operations—beyond trading
14 stock and transferring funds—or employees. From the account opening in
15 September 2010 through May 2011, the only activity in the relevant account
16 consisted of (a) the acquisition and sale of Jammin' Java stock or (b) the movement
17 of related sale proceeds. As detailed below, Renavial transferred a portion of the
18 proceeds from its sale of Jammin' Java stock to one of Weaver's entities and to
19 Al-Barwani.

20 **Wheatley's Entity**

21 38. **Petersham Enterprises, Ltd.** ("Petersham"), which was formed in the
22 British Virgin Islands on September 25, 2009, originally was owned and controlled
23 by Weaver. Petersham was formed with the assistance of Mossack Fonseca & Co., a
24 Panamanian law firm. On September 21, 2010, an account was opened for Petersham
25 at Bateman. At that time, Wheatley was designated as the sole director and Michael
26 Holt as the sole officer, although Wheatley sometimes represented himself as the sole
27 officer. The Bateman account representative for the Petersham account was Golding,
28 who also managed the Bateman account for Weaver's Calgon. Prior to the Bateman

1 account opening, Sun also exercised some control over Petersham. On April 16,
2 2010, Sun had signed an agreement on behalf of Petersham, through which it
3 purchased shares of another penny stock issuer from an entity controlled by Whittle,
4 Big Bear Mining Corp. (ticker: BGBR). Weaver subsequently transferred control of
5 Petersham to Wheatley. In October 2010, both Weaver and Wheatley entered into
6 fee sharing and trust agreements governing the ownership of Petersham and
7 providing for the sharing of proceeds from the sale of stock by Petersham. In
8 connection with their arrangement, Wheatley provided Weaver trading authority over
9 the Petersham account and permitted Weaver to direct trades in the account. From
10 the time of its formation through at least May 2011, Petersham was a shell entity
11 without any operations—beyond trading stock and transferring funds—or employees.
12 From the account opening in September 2010 through May 2011, nearly all of the
13 activity in the relevant account consisted of (a) the acquisition and sale of Jammin’
14 Java stock or (b) the movement of related sale proceeds. The only other activity
15 related to the transfer in and out of Petersham’s account—but not sale—of two stocks
16 of penny stock issuers traded on the U.S. over-the-counter market, Lucky Boy and
17 another penny stock. As detailed below, Petersham transferred a portion of the
18 proceeds from its sale of Jammin’ Java stock to Wheatley.

19 Other Entities

20 39. **Prospera Capital Corp.** (“Prospera”) was formed in Belize. The
21 beneficial owner is currently unknown. Andrew Godfrey (“Godfrey”) and Bob
22 Bandfield (“Bandfield”) were designated as the sole officers and directors of
23 Prospera. Prospera’s account was established at Legacy Global Markets, S.A. in
24 Belize.

25 40. **Straight Path Capital Ltd.** (“Straight Path”) was converted from an
26 existing Marshall Islands defunct shelf entity that originally had been formed on
27 October 21, 2008. The conversion, which occurred in May 2011, gave Straight Path
28 the appearance of having been existence for a longer period of time. Straight Path

1 was converted by Berlinger at Weaver's direction. Straight Path had no operations,
2 assets, or employees and served only as a front company to effectuate a financing
3 agreement with Jammin' Java in December 2010.

4 FACTS

5 General Background on Pump-and-Dump Schemes

6 41. "Pump and dump" schemes typically have two parts. In the first,
7 promoters try to boost the price of a stock with false or misleading statements about
8 the company. Once the stock price has been pumped up, fraudsters move on to the
9 second part, where they seek to profit by dumping their own holdings of the stock,
10 which they accumulated beforehand at little or no cost, into the public market. After
11 these fraudsters dump their shares and stop hyping the stock, the price typically falls,
12 and investors lose their money.

13 42. When the participants in a scheme sell large blocks of stock to the
14 investing public without registering the transaction, the offer or sale of that stock can
15 violate the registration provisions of the Securities Act. The Securities Act has two
16 basic objectives: (a) to require that investors receive financial and other significant
17 information concerning securities being offered for public sale; and (b) to prohibit
18 deceit, misrepresentations, and other fraud in the sale of securities. The SEC requires
19 that companies disclose important financial information through the registration of
20 securities, which enables investors to make informed judgments about whether to
21 purchase a company's securities.

22 43. Fraudulent promotion or manipulative trading used to pump the
23 company's stock price can violate the antifraud provisions of the Securities Act and
24 the Exchange Act. For example, fraudsters may use online newsletters, bulletin
25 boards, or social media to disseminate false and misleading statements to the public
26 in order to sell the stock at inflated prices. Promoters may claim to offer
27 independent, unbiased recommendations in newsletters and other touts when they
28 stand to profit from convincing others to buy or sell certain stocks—often, but not

1 always, penny stocks. Fraudsters frequently use this ploy with small, thinly traded
2 companies because it is easier to manipulate a stock when there is little or no
3 information available about the company.

4 44. Participants who attempt to conceal their individual or collective control
5 of the stock also may violate the reporting requirements of the Exchange Act. As a
6 general matter, when a person or group of persons acquires beneficial ownership of
7 more than 5% of a voting class of a company's equity securities registered under
8 Section 12 of the Exchange Act, they are required to file a Schedule 13D with the
9 SEC. Should they beneficially own more than 5% of a voting class of an equity
10 security registered under Section 12 of the Exchange Act, such persons must disclose,
11 among other things, the identity and background of the persons required to file, the
12 source and amount of funds used in making the purchases, the number of shares
13 beneficially owned, the purpose of the acquisition of the securities, and a description
14 of any contracts, loans, arrangements, understandings, or relationships that the person
15 has with respect to any securities of the issuer. Any material changes in the facts
16 contained in the schedule require a prompt amendment.

17 45. Similarly, a company's officers and directors, and any beneficial owners
18 of more than ten percent of a class of the company's equity securities registered under
19 Section 12 of the Exchange Act generally must file with the SEC a statement of
20 ownership regarding those securities. Initial statements of beneficial ownership are to
21 be filed on Form 3; statements of changes are to be filed on Form 4; and annual
22 statements are to be filed on Form 5.

23 **Whittle Meets Marley**

24 46. In 2005, stock promoter Whittle befriended Rohan Marley, the son of
25 Bob Marley, in Los Angeles, California. After learning of Marley's purchase of a
26 small Jamaican coffee farm, Whittle proposed the creation of a large-scale coffee
27 distribution business built on the Marley name. At the time, Whittle informed Marley
28 that "what he did or does is build shell companies and sell them to other entities."

Whittle Acquires Publicly Traded Shell

47. To raise capital for the Marley venture, Whittle identified a shell company with publicly traded securities, GERC, a purported waste management business located in Los Angeles, California. GERC had been incorporated on September 27, 2004 by an individual named David P. O'Neill ("O'Neill"), a former Vancouver car salesman. O'Neill served as CEO and board member and controlled 82% of GERC's shares. On August 22, 2007, Whittle was appointed to GERC's Board of Directors.

48. In February 2008, Whittle and O'Neill approved a merger between GERC and a newly formed entity, Marley Coffee. The reverse merger gave Marley Coffee access to GERC's publicly traded shares. After the merger, GERC announced that it was transitioning from the waste management business to the premium roasted coffee business and changed its name to Marley Coffee.

Whittle Gains Control of Nominee Shares

49. After the reverse merger, Whittle maintained his membership on the Company's Board and assumed the positions of Treasurer, Secretary, and CEO. During this time and for years afterward, Whittle actively, if not exclusively, managed and directed Marley Coffee's business. Rohan Marley's involvement in the management of the business was minimal.

50. Whittle also held a significant ownership interest in the new entity. On April 28, 2008, around the time of the reverse merger, O'Neill transferred control of the company to Marley and Whittle and retired approximately 55 million shares to treasury. Following the reverse merger, Whittle directly held 9.1% of Marley Coffee in his own name and another 0.5% through an entity he controlled, SJ Investments Holdings, Inc. ("SJ Investments"). Other than Marley, no individual held more of Marley Coffee's stock than Whittle.

51. Whittle expanded his holdings by secretly acquiring millions of shares from nominee shareholders in the months before the reverse merger of GERC.

Whittle acquired a significant portion of this nominee stock through several Panamanian entities that he controlled, including Tololo, Tyrone, and Nemo, and another entity that ultimately would transfer its shares to an entity that Whittle controlled, Luminus. Through this acquisition, Whittle gained control of an additional 17% of Marley Coffee's stock. Figure 1 summarizes these transfers. The percentage identified in Figure 1 is based on the amount of outstanding stock as of April 2008.

Figure 1. Acquisitions by Whittle in Connection with the Reverse Merger

Entity	Jurisdiction	Date Formed	Shares	Date Acquired	Percentage
Nemo	Panama	June 15, 2007	1,596,615	Jan. 11, 2008	4.8%
Tyrone	Panama	Sept. 10, 2007	1,613,220	Jan. 17, 2008	4.9%
Tololo	Panama	Oct. 3, 2007	824,874	Mar. 3, 2008	2.5%
Luminus	Panama	Nov. 22, 2007	1,613,220	Feb. 20, 2008 Mar. 17, 2008	4.9%

52. Whittle was able to obtain control of this nominee stock through a prior sham offering of GERC's stock. In October 2006, pursuant to a registration statement that went effective in February 2006, GERC issued stock certificates to O'Neill and multiple individuals with addresses in Canada and Mexico ("GERC Nominees"). However, many of these shareholders were unaware of the issuances or were issued shares that were actually controlled or subsequently acquired by O'Neill or others working with him.

Whittle Continues to Exercise Control

53. Based on his managerial control of the Company and his stock ownership, Whittle was a control person and affiliate of Jammin' Java from at least February 2008 through August 2011.

54. From the time of the reverse merger in February 2008 through 2010, Whittle continued to control Marley Coffee, which was renamed Jammin' Java in July 2009. Until May 20, 2010, Whittle continued to hold the positions of CEO, Treasurer, and Secretary, and was Jammin' Java's principal executive.

1 55. On May 13 and 14, 2010, the *Vancouver Sun* published articles linking
2 Whittle to various penny stock promotions. The articles put pressure on Marley to
3 reduce Whittle's public association with the Company.

4 56. By May 20, 2010, Whittle formally resigned his board and his executive
5 officer positions with Jammin' Java, which were nominally filled by Anh Tran
6 ("Tran"). Tran had no experience in the coffee business or in the management of a
7 publicly traded company. Whittle introduced Tran to Jammin' Java, and Tran relied
8 on Whittle for guidance concerning management of the Company's stock and other
9 issues.

10 57. After May 2010, Whittle acted as a *de facto* officer of the Company and
11 continued to be significantly involved in the management of Jammin' Java. Among
12 other things, he negotiated contracts with prospective vendors of Jammin' Java
13 (including coffee vendors, brokers, and retailers), assisted in securing new board
14 members, conferred with Jammin' Java employees and counsel concerning periodic
15 filings of the company and related matters, drafted press releases, coordinated with
16 the company's public relations consultants, advanced funds on behalf of Jammin'
17 Java, and handled business strategy. Whittle's role did not change appreciably until
18 August 2011, when Jammin' Java hired a new CEO and entered a consulting
19 agreement with Whittle.

20 58. In addition to controlling Jammin' Java's operations, Whittle also
21 continued to hold or control a substantial portion of Jammin' Java's stock through
22 2010. Moreover, he increased his 2008 holdings on April 22, 2010 through a secret
23 transfer of approximately 3 million shares (amounting to an additional 3.1% of
24 Jammin' Java's outstanding stock at the time) from GERC Nominees to Nemo. From
25 April 22, 2010 until October 1, 2010, Whittle held 29% of Jammin' Java's stock in
26 his own name and through entities that he controlled. After he sold shares on
27 October 1, 2010, he held approximately 27% of Jammin' Java's outstanding stock.
28 He held this stock until he began transferring additional blocks of shares in late

1 November 2010, as described below. In addition, he controlled the stock issued in
2 the name of GERC Nominees that had not been distributed by him at this point.

3 59. In recognition of Whittle's affiliate status, when Jammin' Java shares
4 were issued to him in September and November 2010, the share certificates bore a
5 restrictive control legend (restricting the resale of the shares). The legend designated
6 that the shares were issued to and held by a control person or affiliate.

7 **Whittle and Others Coordinate the Pump-and-Dump Scheme**

8 60. Using Whittle's control of and access to Jammin' Java and its stock, the
9 Defendants coordinated a pump-and-dump scheme that culminated in the middle of
10 2011. As discussed below in more detail, this scheme involved the following steps:

11 (a) In late 2010, Whittle, Weaver, and others orchestrated a sham
12 financing arrangement (the "Straight Path Agreement") designed to create the false
13 appearance of legitimate third-party interest and investment in the Company.

14 (b) In anticipation of the public announcement of this arrangement
15 and other promotional activity, Whittle and others working with him illegally
16 distributed a first wave of Jammin' Java stock to intermediary shell entities controlled
17 by Weaver, Sun, Miller, Wheatley, and Berlinger and took other steps to prepare for
18 an illegal offering of Jammin' Java stock.

19 (c) In December 2010, Jammin' Java announced the financing
20 agreement, and entities connected to the scheme began to coordinate trades of
21 Jammin' Java stock at elevated prices. As the share price began to increase, Jammin'
22 Java made a series of additional corporate announcements and took other steps to
23 promote the company that were prompted or conducted by Whittle.

24 (d) Whittle and others then distributed a second wave of Jammin'
25 Java stock to multiple intermediary shell entities controlled by Weaver, Sun, Miller,
26 Wheatley, Al-Barwani, and Berlinger, many of which had received shares through
27 Whittle's initial distribution.
28

1 (e) To conceal their interests further, Whittle misrepresented, and
2 Whittle, Weaver, Sun, Miller, Al-Barwani, and Berlinger failed to disclose, their
3 beneficial ownership of Jammin' Java stock as required by the securities laws.

4 (f) The Hunters, who had been engaged by Whittle, then distributed
5 promotional email, published false stock newsletters, and took other steps to hype the
6 stock, sending the share price sharply upward.

7 (g) With Jammin' Java's share price artificially inflated, the
8 intermediary shell entities under Defendants' control illegally dumped millions of
9 shares on the public market without registering the transactions, making millions of
10 dollars in the process.

11 (h) Weaver, Al-Barwani, Miller, and Berlinger then funneled a
12 portion of these profits to Jammin' Java, under the guise of the sham financing
13 arrangement that launched the promotion.

14 (i) Weaver, Sun, Miller, Al-Barwani, Wheatley, and Berlinger
15 profited from the trading activity, by receiving proceeds, transferring proceeds to
16 other Defendants, routing proceeds to foreign jurisdictions, or retaining proceeds in
17 accounts held for their sole benefit.

18 **The Sham "Straight Path" Financing Arrangement**

19 61. Beginning in April 2010, Whittle, Weaver, and others orchestrated a
20 sham financing arrangement to set the stage for the promotion and distribution of
21 Jammin' Java stock. As described in more detail below, Al-Barwani and Miller
22 participated by funneling proceeds to Jammin' Java to complete the scheme.
23 Berlinger participated by establishing a sham Straight Path entity and taking other
24 steps to facilitate the movement and sale of stock and trading profits.

25 62. The arrangement created the illusion that Jammin' Java had obtained
26 financing from a legitimate third-party investor, and it served as the kickoff for the
27 pump-and-dump scheme. In reality, the purported investor did not exist. Moreover,
28 the purported "financing" was supplied by Weaver, Al-Barwani, Miller, and

1 Berlinger, who would sell shares of Jammin' Java stock that were acquired from
2 Whittle after the financing agreement was executed.

3 63. From April 15 to 18, 2010, Jammin' Java's management attended a
4 coffee exposition in Anaheim, California. During the conference, an individual
5 claiming to be a representative of a purported investment firm, Straight Path,
6 approached Marley, Tran, and Whittle about a potential investment in Jammin' Java.

7 64. Straight Path did not exist. Straight Path would not be established until
8 May 23, 2011, when Berlinger changed the name of a preexisting defunct shell entity
9 to Straight Path in order to create the appearance of a real entity. Straight Path was
10 one of several entities formed by Berlinger to facilitate stock and fund transfers in
11 connection with the illegal, unregistered offering of Jammin' Java stock. Rather than
12 creating a new entity, as he did with every other shell entity in connection with the
13 Jammin' Java scheme, Berlinger formed Straight Path by converting a preexisting
14 shell entity that had been formed on October 21, 2008. Berlinger did so, at Weaver's
15 direction, so that Straight Path would appear older than it actually was and to conceal
16 the conduct with respect to the Straight Path financing agreement.

17 65. On November 3, 2010, a purported representative of Straight Path using
18 the name Raymond Hall ("Hall") emailed Tran to communicate Straight Path's
19 willingness to provide financing in the range of \$1 to \$2 million. In reality, "Hall"
20 appears to be a pseudonym used by one of the Defendants, or someone working with
21 them. Notwithstanding the lack of any information about Straight Path's operating
22 history, and Hall's use of a generic email address, Tran agreed to discuss a potential
23 agreement. Within an hour of Tran's response on November 4, 2010, the fictitious
24 "Hall" emailed a draft agreement valuing Jammin' Java stock at \$0.40 per share—a
25 substantial premium to Jammin' Java's share price at the time. "Hall" also asked if it
26 would be possible to reduce the number of outstanding shares of Jammin' Java in
27 connection with the agreement.
28

1 66. Jammin' Java conducted almost no due diligence on the potential
2 financing partner or the proposed transaction. Over the next several weeks, Tran and
3 "Hall" exchanged one or two brief phone calls and a limited number of emails, most
4 of which focused on the share reduction. During one of these exchanges, Tran
5 observed that Straight Path had no website or internet presence. Other than a brief
6 conversation at the conference, Marley had no communications with "Hall" or any
7 other purported representative of Straight Path. Contrary to a typical financing
8 transaction, "Hall" conducted no due diligence on Jammin' Java and did not request
9 any formal information rights or a position on the Board.

10 67. Whittle helped negotiate the financing agreement with Straight Path and,
11 to effectuate the agreement, agreed to retire some of his shares to the corporate
12 treasury for no consideration. In furtherance of the scheme, Whittle failed to inform
13 others at Jammin' Java of the true identity of the individuals and entities offering to
14 provide financing. He also did not mention that Straight Path would be financing
15 Jammin' Java with the sale of shares that Whittle would provide for that purpose.

16 68. Jammin' Java executed the financing agreement with Straight Path on
17 December 22, 2010. Pursuant to the agreement, Jammin' Java had the right to
18 request that Straight Path purchase shares at a price of \$0.40 per share, up to a total of
19 \$2.5 million, subject to certain conditions. The agreement contained numerous
20 restrictions on Straight Path's ability to resell the shares to public investors in the
21 United States. Jammin' Java publicly disclosed the Straight Path Agreement through
22 a press release issued on December 23, 2010 and filed with the Commission on
23 Form 8-K on January 5, 2011.

24 69. Although Jammin' Java's announcement reflected that Straight Path was
25 an independent, third-party investor, in reality the payments under the Straight Path
26 Agreement ultimately were funded with the profits of sales of Jammin' Java stock.
27 That stock would be supplied by entities controlled by Whittle to entities controlled
28 by Weaver, Miller, Al-Barwani, and Berlinger. The proceeds returned to Jammin'

1 Java were supplied by entities controlled by Weaver, Miller, Al-Barwani, and
2 Berlinger.

3 70. In substance, Whittle, Weaver, and others used the Straight Path
4 Agreement to boost Jammin' Java's financial prospects and then funded the
5 agreement through their own illegal resale of the stock to the public without the
6 protections afforded by a registration statement. The Company performed almost no
7 due diligence, and ignored multiple red flags, and Jammin' Java then profited from
8 the unregistered sale of its stock to the public.

9 **Defendants Prepare for the Distribution of Stock**

10 71. In anticipation of the announcement of the sham financing arrangement,
11 Whittle, Weaver, Sun, Berlinger, Wheatley, Miller, and Al-Barwani took additional
12 steps toward the distribution of Jammin' Java stock.

13 72. To obscure their role in the scheme, and to avoid trading in their own
14 name, multiple Defendants formed offshore entities in jurisdictions that would limit
15 the ability of others, including U.S. regulators, to identify the true beneficial owners
16 of the accounts and the movement of cash proceeds. The Defendants retained
17 account advisors, including Berlinger, to operate the shell companies at their
18 direction or with their approval. Instead of dealing directly with a U.S. brokerage
19 firm, Defendants further obscured their activity by opening accounts at foreign banks
20 and brokerage firms that would trade through a U.S. brokerage firm.

21 73. From August to November 2010, multiple Defendants formed offshore
22 entities and opened accounts that ultimately would receive and sell large blocks of
23 Jammin' Java stock and serve as intermediaries for the "dump" in the pump-and-
24 dump scheme.

25 (a) **Las Colinas (Miller).** On August 27, 2010, Berlinger formed Las
26 Colinas in the Marshall Islands with Miller's approval. Miller was the sole beneficial
27 owner of Las Colinas. Days later, on August 30, 2010, Berlinger opened an account
28

1 for Las Colinas at VP Bank. Miller authorized Berlinger to open and manage the Las
2 Colinas account on his behalf.

3 (b) **Westpark (Sun).** On August 27, 2010, Berlinger established
4 Westpark in the Marshall Islands. Sun was the sole beneficial owner of Westpark.
5 Shortly thereafter, on August 30, 2010, Westpark opened an account at VP Bank.
6 Sun authorized Berlinger to open and manage the Westpark account on his behalf.

7 (c) **Renavial (Al-Barwani).** On September 14, 2010, Berlinger
8 formed Renavial in the Marshall Islands. Al-Barwani was the sole beneficial owner
9 of Renavial. Berlinger was retained as the sole officer and director of Renavial.
10 Weaver and Sun facilitated the opening of the account, communicating with each
11 other about the account opening and coordinating with Al-Barwani. In October 2010,
12 Weaver and Sun travelled to Switzerland to meet with Al-Barwani about Jammin'
13 Java and its stock. With the approval of Al-Barwani, Berlinger opened an account at
14 VP Bank in the name of Renavial on September 21, 2010.

15 (d) **Timotei (Weaver).** On September 3, 2010, Timotei was created
16 in Panama. Weaver was the sole beneficial owner of Timotei. The Timotei account
17 that would receive Jammin' Java stock was opened on September 28, 2010 at
18 Verdmont by the Panamanian law firm Gray, at the direction of Weaver.

19 (e) **Rahela (Miller).** On September 17, 2010, Rahela was created in
20 Panama with the assistance of Gray. Miller was the sole beneficial owner of Rahela.
21 On September 28, 2010—the same day that the Timotei account was opened—Gray
22 opened an account for Rahela at Verdmont.

23 (f) **Arcis (Weaver).** On September 17, 2010, an account was opened
24 at CBH for Arcis, a Marshall Islands entity formed on August 20, 2009 by Knox.
25 Weaver was the sole beneficial owner of Arcis. He authorized the opening of the
26 account in the name of Arcis.

27 (g) **Torino (Sun).** On October 1, 2010, an account was opened at
28 CBH in the name of Torino, a Nevis entity formed on January 22, 2010. Through

1 another trust entity, Sun was the sole beneficial owner of Torino. Sun authorized the
2 account opening for Torino and transactions in the account.

3 (h) **Petersham (Wheatley).** On September 23, 2010, an account was
4 opened for Petersham at Bateman. Petersham, which had been formed in the British
5 Virgin Islands on September 25, 2009, originally was owned and controlled by
6 Weaver. Prior to the Bateman account opening, Sun also exercised some control over
7 Petersham. Weaver then transferred control of Petersham to Wheatley. In
8 October 2010, immediately prior to Petersham's receipt of Jammin' Java stock in
9 November 2010, both Weaver and Wheatley entered into fee sharing and trust
10 agreements governing the ownership of Petersham and providing for the sharing of
11 proceeds from the sale of stock by Petersham.

12 (i) **Calgon (Weaver).** On November 18, 2010, Berlinger formed
13 Calgon in the Marshall Islands. Within days, on November 24, 2010, Berlinger also
14 opened the Calgon account that would receive Jammin' Java stock. The Calgon
15 account was opened at Bateman, the same brokerage firm that held an account for
16 Petersham. The Calgon account also was managed by the same account
17 representative, Golding. Berlinger formed Calgon and opened the accounts for
18 Calgon at Weaver's direction. Weaver was the sole beneficial owner of Calgon, and
19 he directed the trading in the Calgon account.

20 74. These accounts were opened at a small number of foreign private bank
21 or brokerage firms located in Switzerland and Panama, on behalf of offshore entities
22 formed on the Marshall Islands, Panama, Nevis, and the British Virgin Islands.
23 Defendants chose these jurisdictions to exploit their financial privacy protections and,
24 in particular, for the ability to limit or restrict access to beneficial ownership records,
25 communications with account advisors, and use of cash proceeds from the sale of
26 stock. Several accounts also were opened with common advisors and close-in-time to
27 one another. By spreading the shares among several entities, Defendants sought to
28 avoid exceeding a 5% ownership threshold for any single entity—a threshold that

would have triggered SEC disclosure requirements. Distributing the shares in this manner required the coordination of the Defendants.

75. By October 4, 2010, Weaver learned that the Jersey Financial Services Commission had barred Sun from engaging in any financial services business without prior commission approval. The Jersey Financial Services Commission had publicly announced the bar on March 1, 2010. As a result, at the time of the Jammin' Java scheme, Weaver understood that his business partner had been barred for his conduct in the financial services industry and the necessity of concealing Sun's role in the scheme.

76. Figure 2 below summarizes information regarding the ownership, formation, and account opening of the entities discussed above.

Figure 2. Formation of Entities and Opening of Accounts in Late 2010

Entity	Beneficial Owner	Jurisdiction	Formation	Account Open	Broker or Bank
Las Colinas	Miller	Marshall Islands	Aug. 27, 2010	Aug. 30, 2010	VP Bank
Westpark	Sun	Marshall Islands	Aug. 27, 2010	Aug. 30, 2010	VP Bank
Renavial	Al-Barwani	Marshall Islands	Sept. 14, 2010	Sept. 21, 2010	VP Bank
Timotei	Weaver	Panama	Sept. 3, 2010	Sept. 28, 2010	Verdmont
Rahela	Miller	Panama	Sept. 17, 2010	Sept. 28, 2010	Verdmont
Arcis	Weaver	Marshall Islands	Aug. 20, 2009	Sept. 17, 2010	CBH
Torino	Sun	Nevis	Jan. 22, 2010	Oct. 1, 2010	CBH
Petersham	Wheatley	British VI	Sept. 25, 2009	Sept. 23, 2010	Bateman
Calgon	Weaver	Marshall Islands	Nov. 18, 2010	Nov. 24, 2010	Bateman

77. From August 2010 through at least May 2011, Berlinger played a critical (but not exclusive) role in creating and managing several of the intermediary entities that funneled Jammin' Java stock to the public. Berlinger was retained as the sole officer for Las Colinas, Westpark, Renavial, and Calgon and engaged in several actions to implement the objectives of the beneficial owners. He opened brokerage accounts in the names of these entities over which he had formal dispositive power, managing activity in the accounts. Berlinger communicated and met with the account owners and account representatives concerning share movements, sales of stock, and the use of proceeds. He also signed resolutions, exchanged correspondence, and

1 handled other aspects in connection with the transfer of shares involving these
2 entities. In connection with this activity, Berlinger directed correspondence and
3 resolutions to Jammin' Java's transfer agent in the U.S. In several instances, with the
4 approval of Weaver, Sun, Miller, and Al-Barwani, Berlinger also directed the
5 proceeds from the subsequent sale of Jammin' Java stock by these entities.
6 Berlinger's actions on behalf of the shell entities concealed the true beneficial owner
7 of the accounts and the coordination of the Defendants.

8 78. After May 2011, in response to regulatory requests concerning the
9 involvement of Las Colinas, Westpark, Renavial, and Calgon in the sale of Jammin'
10 Java stock during 2011, Berlinger communicated or met with each respective
11 owner— Weaver, Miller, Sun, and Al-Barwani—to coordinate the response to those
12 requests.

13 **Whittle Distributes the First Wave of Stock to Defendants' Network**

14 79. In November and December 2010, around the time that the Straight Path
15 Agreement was being negotiated, and before the fraudulent promotion designed to
16 increase Jammin' Java's share price began, Whittle transferred shares to several
17 offshore entities that were formed for, and owned and controlled by, Weaver, Sun,
18 Miller, Wheatley, and Berlinger. By spreading the shares among several entities,
19 Defendants avoided exceeding a 5% ownership threshold for any single entity—a
20 threshold that would have triggered SEC disclosure requirements.

21 (a) **Nemo to Petersham (Wheatley).** On November 19, 2010,
22 Whittle's Nemo delivered 3.2 million shares to Wheatley's Petersham. By this point
23 in time, Weaver, who originally formed and controlled Petersham, had formally
24 transferred control of Petersham to Wheatley to operate on Weaver's behalf. On
25 behalf of their respective entities, Whittle and Wheatley signed the purported share
26 purchase agreement consummating the transaction, and Wheatley facilitated the
27 transaction by forwarding an executed purchase agreement to Weaver. Weaver also
28 negotiated the transaction with Whittle and arranged the share transfer. The purchase

1 agreement provided that the agreement was governed by Nevada state law and
2 subjected any dispute to the exclusive jurisdiction of Nevada courts.

3 (b) **Nemo to Rahela (Miller).** Also on November 19, 2010,
4 Whittle's Nemo transferred 1,560,000 shares to Miller's Rahela, which would sell
5 these shares in the public market in February 2011. Whittle approved the transfer of
6 shares from Nemo to Rahela. As described below, Rahela later would be involved in
7 other acquisitions and sales of Jammin' Java stock, acquiring additional shares from
8 Tyrone in February 2011 and acquiring and transferring GERC Nominees shares to
9 Al-Barwani's Renavial in May 2011.

10 (c) **Nemo to Torino (Sun).** On December 13, 2010, Whittle's Nemo
11 delivered 3,110,941 shares to Sun's Torino—the third transfer from Nemo to the
12 Defendants in less than a month. Whittle approved this transfer on behalf of Nemo.

13 (d) **Luminus to Donnolis (Weaver).** On November 22, 2010,
14 Whittle's Luminus transferred 3,198,000 shares to Weaver's Donnolis. From
15 December 23, 2010 to December 31, 2010, Donnolis sold 299,683 of these shares,
16 generating proceeds of \$159,691. As described below, these sales were associated
17 with other transactions that significantly increased in the share price in late
18 December 2010. In March 2011, Donnolis would transfer the remaining shares to
19 Westpark, a shell entity owned and controlled by Sun, which would sell them into the
20 public market that same month.

21 (e) **Monolosa to Cilitz (Sun).** On November 24, 2010, Whittle's
22 Monolosa transferred 2,036,100 shares to Sun's Cilitz. On December 27, 2010,
23 Monolosa transferred another 36,300 shares to Cilitz. Whittle approved the transfers
24 of stock on behalf of Monolosa. (Monolosa received these 2,072,400 shares from
25 Whittle's Tololo immediately following the coffee exposition on April 19, 2010.) At
26 the time of the transfer, Sun knew that Whittle controlled Monolosa; on behalf of
27 Petersham—an entity later controlled by Weaver and Wheatley—Sun had entered
28 into a share purchase agreement with Monolosa involving 3,400,000 shares of

another penny stock issuer on April 16, 2010—the same day as the SCAA conference. Whittle signed the April 2010 purchase agreement on behalf of Monolosa. In March 2011, with Sun’s approval, Cilitz’s shares were transferred to Weaver’s Timotei, which would sell them into the public market between March and April 2011.

(f) **Tyrone to Las Colinas (Miller).** On November 16, 2010, Whittle instructed an account manager for Tyrone to transfer 3.2 million shares to Miller’s Las Colinas. On December 23, 2010, the day following execution of the Straight Path Agreement, Tyrone transferred 3.2 million shares to Las Colinas. The “sale” from Tyrone to Las Colinas was documented through a share purchase agreement that was formalized on March 15, 2011. Whittle executed the share purchase agreement on behalf of Tyrone. With Miller’s approval, Berlinger signed the purchase agreement on behalf of Las Colinas and facilitated the transfer of shares to the Las Colinas account. The purchase agreement provided that the agreement was governed by Nevada state law and subjected any dispute to the exclusive jurisdiction of Nevada courts. Shortly after this purchase agreement was entered, on March 25, 2011, Miller authorized or approved the transfer of \$1 million from Miller’s Las Colinas to Blue Leaf Capital Ltd. (“Blue Leaf”), an entity controlled by Weaver.

80. Figure 3 summarizes the first wave of share transfers that occurred in late 2010. The percentages are calculated based on the outstanding stock as of the date of the relevant transfer.

Figure 3. First Wave of Transfers (Late 2010)

Date	Source	Owner	Shares	Percentage	Recipient	Beneficial Owner
Nov. 19, 2010	Nemo	Whittle	3,200,000	3.2%	Petersham	Wheatley
Nov. 19, 2010	Nemo	Whittle	1,560,000	1.6%	Rahela	Miller
Dec. 13, 2010	Nemo	Whittle	3,110,941	4.1%	Torino	Sun
Nov. 23, 2010	Luminus	Whittle	3,198,000	3.2%	Donnolis	Weaver
Nov. 23, 2010	Monolosa	Whittle	2,036,100	2.1%	Cilitz	Sun
Dec. 23, 2010	Tyrone	Whittle	3,200,000	4.6%	Las Colinas	Miller
Total			16,305,041	18.8%		

1 81. In total, approximately 16 million shares, amounting to 19% of Jammin'
2 Java's outstanding stock, was transferred in late 2010 by Whittle's entities to offshore
3 shell entities owned and controlled by Weaver, Sun, Miller, Wheatley, and Berlinger.

4 82. By May 2011, each of the entities that received shares in late 2010 either
5 sold all of their shares to the public or, in the case of Sun's Cilitz and Weaver's
6 Donnolis, transferred them to another entity that would. As described below,
7 Donnolis also directly sold a portion of its shares in December 2010.

8 83. No registration statement was filed in connection with any of these
9 offers or sales, or the subsequent offers or sales to the public.

10 **Coordinated Trading Activity**

11 84. For most of 2009 and 2010, the trading activity in Jammin' Java's stock
12 was almost nonexistent. However, immediately following the execution of the
13 Straight Path Agreement, various individuals and entities began coordinating
14 purchases and sales of Jammin' Java stock at increasingly elevated prices. Many of
15 these individuals and entities had received large blocks of Jammin' Java shares from
16 Whittle's entities and the GERC Nominees.

17 85. For example, Weaver authorized Donnolis to sell 299,683 shares from
18 December 23, 2010 to December 31, 2010 at an average price of \$0.53, when the
19 prevailing closing share price from July 28, 2010 to December 22, 2010 had been
20 \$0.17 per share (a 194% increase). After placing these sales, Donnolis did not sell
21 any Jammin' Java stock until March 3, 2011, when Weaver transferred its remaining
22 stock to Sun's Westpark.

23 86. Similarly, Weaver directed Wheatley to sell 15,000 shares from
24 Petersham's account on December 23, 2010. Wheatley asked that the shares be sold
25 at \$0.40 per share or higher, when the prior day's closing price was \$0.17 per share.
26 The 15,000 shares were sold for \$0.43 per share. After this single sale, Petersham did
27 not sell any Jammin' Java stock until February 11, 2011.

1 87. Another account sold 100,000 shares on December 23, 2010 at a share
2 price of \$0.46 and another 9,350 on December 27, 2010 on at a share price of \$0.50.
3 That account also did not sell any additional shares until much later, in March 2011.

4 88. A roughly equivalent number of shares was purchased by accounts held
5 at Verdmont, the same brokerage firm used by Tyrone (Whittle), Timotei (Weaver),
6 and Rahela (Miller). Specifically, from December 23, 2010 to December 31, 2010,
7 these Verdmont accounts purchased 341,950 shares at an average price of \$0.52.

8 89. The trades described above accounted for nearly all of the volume from
9 December 21 to 31, 2010.

10 **Company Announcements**

11 90. Jammin' Java's announcement of the Straight Path financing agreement
12 and the coordinated trading in December 2010 were followed by a series of
13 promotional efforts by Jammin' Java that were directed or coordinated by Whittle.

14 91. In late 2010, Jammin' Java actively sought to retain an investor relations
15 firm. Many of the potential candidates were identified by an attorney who had been
16 introduced to Jammin' Java by Whittle. The attorney, who previously had been
17 charged by the Commission for registration violations, served as Jammin' Java's
18 outside securities counsel. Jammin' Java retained the services of an investor relations
19 firm in January 2011.

20 92. From January to May 2011, Jammin' Java made a series of additional
21 corporate announcements and took other steps to promote the company. During this
22 period, Jammin' Java issued several press releases concerning, among other things,
23 distribution and sales relationships and the appointment of various officers and
24 directors. For example, on March 31, 2011, Jammin' Java issued a press release
25 announcing that it was selling its coffee on a major retail website. However, Jammin'
26 Java had only a limited number of products and inventory available on the website,
27 given its limited production and sales to that point in time. Similarly, Jammin' Java
28

1 announced distribution agreements with large grocery chains. In reality, sales under
2 those agreements were limited, and prospects of future sales were uncertain.

3 93. Whittle was involved in the drafting of press releases and discussions
4 with the public relations consultant.

5 94. By April 13, 2011, Jammin' Java's investor relations consultant had
6 raised significant concerns to management about a stock promotion that was taking
7 place. The consultant forwarded management newsletters that they had identified and
8 expressed reservations about continuing to work for Jammin' Java. That same
9 month, Whittle, Tran, and Marley discussed the increase in transfer requests in
10 connection with the increase in stock activity more broadly. Shortly thereafter, in late
11 April and early May 2011, Jammin' Java's auditors questioned management about
12 the stock promotion.

13 95. Rather than investigate the concerns, at Whittle's urging, Jammin' Java
14 encouraged the rapid ascent of its share price. On April 29, 2011 Jammin' Java
15 issued a press release announcing an investment report on MicroStockProfit.com that
16 featured Jammin' Java. On May 6, 2011, Jammin Java filed a report on Form 8-K
17 stating that Straight Path had agreed to fund the remaining \$2.38 million available
18 under the previously disclosed agreement.

19 **Whittle and Others Distribute the Second Wave of Stock to Defendants**

20 96. In the wake of Jammin' Java's announcement of the Straight Path
21 financing agreement, Whittle began a second wave of distributions to the offshore
22 network of intermediary entities owned and controlled by Weaver, Sun, Miller,
23 Al-Barwani, Wheatley, and Berlinger.

24 97. From February to May 2011, and primarily in March 2011, a massive
25 amount of Jammin' Java stock was moved from the GERC Nominees to a small
26 number of offshore entities. Some of these transfers were purportedly received
27 directly from the GERC Nominees, while other transfers came from entities that had
28 previously received their shares from the GERC Nominees and Whittle's entities.

1 Defendants designed this complex distribution of stock to make the transactions more
2 difficult to trace and to ensure that no one entity crossed the 5% ownership threshold
3 for public SEC reporting.

4 (a) **Rahela (Miller).** On February 22, 2011, after selling the
5 1,560,000 shares that had been acquired from Whittle's Nemo on November 23,
6 2010, Miller's Rahela acquired another 1,639,660 shares from Whittle's Tyrone.
7 Whittle approved these transfers. Later, on May 6, 2011, Rahela acquired 3,156,698
8 shares held in the name of GERC Nominees. Rather than sell these shares, Rahela
9 would transfer them to Renavial, an entity owned and controlled by Al-Barwani.
10 Based on his ownership and control of Rahela, his role in comparable transactions by
11 Las Colinas—an entity with a different officer—and the coordination described
12 above, Miller approved the acquisition of these shares by Rahela.

13 (b) **Timotei (Weaver).** On March 4, 2011, Weaver's Timotei
14 acquired 1,033,052 shares of stock that had been held in the name of a GERC
15 Nominee. At the same time as this transfer to Timotei, 3 million other shares held by
16 the same nominee were delivered to Renavial. A letter to the transfer agent
17 requesting these simultaneous transfers stated that the nominee's shares had been
18 acquired by business partners. The author of the letter asked that the certificates be
19 split into two and sent to account managers for Timotei and Renavial. Whittle
20 directed the transfer of the GERC Nominee's shares to Timotei and Renavial, and
21 Weaver approved the acquisition of shares on behalf of Timotei. Days later, on
22 March 8, 2011, Timotei acquired 2,072,400 shares from Sun's Cilitz. On March 2,
23 2011, Sun received emails from Weaver regarding the transfer, and, on behalf of
24 Cilitz, Sun authorized a share purchase agreement documenting the transfer from
25 Timotei to Cilitz. The purchase agreement provided that the agreement was governed
26 by Nevada state law and subjected any dispute to the exclusive jurisdiction of Nevada
27 courts. The sum of these two transfers maintained Timotei's collective holdings just
28 below the 5% threshold for SEC reporting.

1 (c) **Prospera (Unknown).** On February 28, 2011, Prospera received
2 2,668,930 shares that had been previously held in the name of GERC Nominees.
3 Whittle directed the transfer of nominee stock. Godfrey and Bandfield facilitated the
4 clearance of these shares, the certificates for which were sent from an address in
5 Kelowna, British Columbia, where Whittle resided.

6 (d) **Arcis (Weaver).** On March 8, 2011, Weaver's Arcis acquired
7 1,637,160 shares from Luminus, which was owned by Whittle. Whittle directed the
8 transfer of shares from Luminus to Arcis, and Weaver approved the acquisition of the
9 shares by Arcis. Upon receipt, Weaver immediately transferred 1,400,000 of these
10 shares to Sun's Torino. On March 17, 2011, Arcis received another 3,143,408 shares
11 that had been held in the name of GERC Nominees. Whittle directed the transfer of
12 nominee stock. Weaver had to transfer the 1,400,000 shares from Arcis to Torino
13 because, before the transfer from the account, the sum of the two deposits—
14 1,637,160 shares from Luminus and 3,143,408 shares from the GERC Nominees—
15 would have elevated Arcis's holdings to more than 5%, the SEC reporting threshold.
16 The transfer of 1,400,000 shares from Arcis to Torino brought Arcis's holdings to
17 4.9%. Weaver then approved the sale of the remaining 237,160 shares and the
18 3,143,408 shares by Arcis as described below.

19 (e) **Torino (Sun).** As described above, on March 21, 2011, Sun's
20 Torino acquired 1,400,000 shares from Weaver's Arcis. These shares were in
21 addition to the 3,110,941 shares that Torino previously acquired from Whittle's
22 Nemo in December 2010, nearly all of which had been sold by the time of the
23 March 2011 transfer. Based on his ownership and control of Torino, the operation of
24 Swiss accounts, his role in comparable transactions (using entities with different
25 officers), and the coordination described above, Sun approved the acquisition of these
26 shares by Torino.

27 (f) **Westpark (Sun).** On March 4, 2011, Sun's Westpark acquired
28 2,898,317 shares from Donnolis. The sale was documented by a purchase agreement

1 dated March 2, 2011. Weaver, who controlled Donnolis at the time, approved the
2 transfer of shares to Westpark. Sun authorized Berlinger to sign the purchase
3 agreement and acquire the shares for Westpark. Before this purchase agreement was
4 entered, Sun had been party to correspondence from Weaver to an account
5 representative in late February 2011 and early March 2011 regarding activity in the
6 Cilitz and Donnolis accounts. One such email dated March 1, 2011 reflected
7 Weaver's anticipated transfer of 2,898,317 shares from Donnolis. The purchase
8 agreement provided that the agreement was governed by Nevada state law and
9 subjected any dispute to the exclusive jurisdiction of Nevada courts. Subsequent to
10 the transfer from Donnolis to Westpark, Westpark acquired another 43,000 shares on
11 May 18, 2011 that had been held in the name of GERC Nominees. After the shares
12 were sent to VP Bank, Berlinger returned the Westpark certificate to the transfer
13 agent for clearance. Through this process, Berlinger represented in a form corporate
14 resolution that he was the sole owner and officer of Westpark. In reality, Sun was the
15 sole beneficial owner of Westpark, and Berlinger's resolution was designed to
16 conceal Sun's ownership. The 43,000 shares, which were received following the
17 collapse in Jammin' Java's share price discussed below, ultimately were not sold by
18 Westpark.

19 (g) **Renavial (Al-Barwani).** On March 14, 2011, Al-Barwani's
20 Renavial acquired 3 million shares nominally held in the name of a GERC Nominee.
21 Al-Barwani approved Renavial's acquisition of these shares. As described above, in
22 the discussion of Timotei's acquisition of shares in March 2011, these 3 million
23 shares were acquired at the same time that Weaver's Timotei acquired 1,033,052
24 shares from the same GERC Nominee. The letter to the transfer agent requesting the
25 share from the GERC Nominee to Renavial and Timotei represented that the shares
26 had been acquired by two business partners. Also, as described above in the
27 discussion of Rahela's acquisition of shares in March 2011, Renavial acquired
28 another 3,156,698 shares from Miller's Rahela on May 6, 2011. Al-Barwani

1 approved the acquisition of Rahela's shares. Based on his ownership and control of
2 Rahela, his role in comparable transactions, and the coordination described above,
3 Miller approved the transfer of these shares by Rahela to Renavial.

4 (h) **Manitou (Weaver).** On March 8, 2011, Manitou acquired
5 2,751,964 shares that had been held in the name of two GERC Nominees. Whittle
6 directed the transfer of the GERC Nominee shares to Manitou. The letter asked that
7 the shares be sent to Manitou's account advisor in Switzerland.

8 (i) **Calgon (Weaver).** On March 31, 2011, Weaver's Calgon
9 acquired 3,361,371 shares that had been held in the name of several GERC
10 Nominees. The share certificates were shipped to Jammin' Java's transfer agent from
11 Vancouver, British Columbia. Whittle directed the transfer of stock from the GERC
12 Nominees, and Weaver approved Calgon's acquisition of the stock. On behalf of
13 Calgon and Weaver, Berlinger signed a corporate resolution authorizing the transfer
14 of shares into Calgon's name and account.

15 (j) **Petersham (Wheatley).** Following the sale of 15,000 shares in
16 December 2010, Petersham sold the remaining 3.2 million shares that it had acquired
17 from Nemo in November 2010. Approximately two months after these sales were
18 complete, on May 5, 2011, Petersham acquired another 3,321,336 shares that were
19 held in the name of several GERC Nominees. Whittle directed the transfer of
20 nominee stock to Petersham, and Weaver and Wheatley approved the acquisition of
21 shares. Wheatley also signed a stock power and a corporate resolution facilitating the
22 clearance of the 3,321,336 shares for sale by Petersham.

23 98. Figure 4 summarizes the second wave of share transfers that occurred in
24 early 2011. The percentages are calculated based on the outstanding stock as of the
25 date of the relevant transfer.

Figure 4. Second Wave of Transfers (Early 2011)

Date	Source	Shares	Percentage	Recipient	Beneficial Owner
Feb. 22, 2011	Tyrone (Whittle)	1,639,660	2.4%	Rahela	Miller
Feb. 28, 2011	GERC Nominees	2,668,930	3.9%	Prospera	Unknown
Mar. 1, 2011	GERC Nominees	1,033,052	1.5%	Timotei	Weaver
Mar. 2, 2011	Donnolis (Weaver)	2,898,317	4.2%	Westpark	Sun
Mar. 8, 2011	GERC Nominees	2,751,964	4.0%	Manitou	Weaver
Mar. 8, 2011	Cilitz (Sun)	2,072,400	3.0%	Timotei	Weaver
Mar. 9, 2011	Luminus (Whittle)	237,160	0.3%	Arcis	Weaver
Mar. 9, 2011	Arcis (Weaver)	1,400,000	2.0%	Torino	Sun
Mar. 14, 2011	GERC Nominees	3,000,000	4.3%	Renavial	Al-Barwani
Mar. 14, 2011	GERC Nominees	3,361,371	4.9%	Calgon	Weaver
Mar. 14, 2011	GERC Nominees	3,143,408	4.5%	Arcis	Weaver
Apr. 4, 2011	GERC Nominees	3,321,336	4.8%	Las Colinas	Miller
May 5, 2011	GERC Nominees	3,321,336	4.5%	Petersham	Wheatley
May 6, 2011	Rahela (Miller)	3,156,698	4.6%	Renavial	Al-Barwani
Total		34,005,632	49%		

99. In total, approximately 34 million shares were transferred during this second wave, amounting to almost *half* of Jammin' Java's total outstanding stock. Again, no one entity received more than 5% of Jammin' Java's outstanding shares—a threshold that would have triggered SEC disclosure requirements.

100. These transfers were part of Defendants' pump-and-dump scheme. As described above, many of these entities were formed in the same jurisdiction on dates that were close in time, and shared common officers, directors, owners, and managers. For example, both Sun's Westpark and Miller's Las Colinas were formed in the Marshall Islands on the same day. Defendants formed or opened accounts in the Marshall Islands, Panama, and Switzerland to exploit the financial privacy protections provided in these offshore jurisdictions. These entities later sold shares close in time to one another, and the sources of those shares overlapped with the selling entities and each other. These sales were timed to take advantage of the artificial and rapid increase in Jammin' Java's share price. In addition, several of the share transfers were made to entities that previously had received large blocks of shares from Whittle's entities.

1 101. The entities that received stock were controlled by Weaver, Sun,
2 Wheatley, Miller, Al-Barwani, and Berlinger. Based on their substantial control of
3 Jammin' Java stock and coordinated actions, Weaver, Sun, Wheatley, Miller,
4 Al-Barwani, and Berlinger individually or collectively were control persons or a
5 control group and, consequently, affiliates of Jammin' Java.

6 102. Although several of these entities purportedly received their shares from
7 the GERC Nominees, the transactions were, in reality, arranged by Whittle or other
8 individuals working with him. Among other things:

9 (a) Physical certificates for the initial share issuances and subsequent
10 stock splits were mailed not to the GERC Nominees, but to associates of Whittle.

11 (b) Several GERC Nominees purportedly sold or transferred shares to
12 multiple, supposedly unrelated offshore entities. For example, one GERC Nominee
13 transferred his shares to Miller's Las Colinas, Al-Barwani's Renavial, and Weaver's
14 Timotei. Another GERC Nominee transferred his shares to Weaver's Calgon,
15 Weaver's Manitou, and Sun's Westpark.

16 (c) Many of the shares acquired from the GERC Nominees were
17 deposited in and sold from accounts maintained at common broker-dealers or banks,
18 and managed by common advisors.

19 (d) There was no actual interaction between the GERC Nominees and
20 other individuals or entities that purportedly purchased shares from them. For
21 example, Wheatley never communicated with the three GERC Nominees who
22 supposedly sold their shares to Petersham.

23 (e) In connection with each of these subsequent transfers, the GERC
24 Nominees never communicated personally with the transfer agent, endorsed the stock
25 certificates, or signed a power of attorney. Instead, Berlinger and the other
26 individuals who acquired the shares sent the shares to the transfer agent without the
27 involvement of the GERC Nominees. Moreover, many of the shares were sent from
28 identical or related return addresses, several of which were connected to the

1 Defendants. For example, a letter from Berlinger to the transfer agent dated
2 March 17, 2011 regarding the transfer of shares into the name of Las Colinas
3 originated from St. Saviour, Jersey. A letter dated January 14, 2011 asking for the
4 transfer of shares into the name of Renavial originated from the same address.
5 Several letters were sent from individuals who misspelled the names of entities that
6 they purportedly owned—or their own names—and who provided questionable
7 business and contact information.

8 (f) In a few instances, the offshore entities who acquired the shares
9 from the GERC Nominees submitted to the transfer agent purported share purchase
10 agreements that had incomplete, vague, and questionable terms. For example, the
11 March 2, 2011 share purchase agreement purporting to document purchase of
12 2,898,317 shares by Sun's Westpark from Weaver's Donnolis called for the payment
13 of \$1,159,327 to be paid "at a future date as determined by the parties." (Westpark
14 did not make this payment to Donnolis until September 23, 2011, using the proceeds
15 from the sale of the stock to do so.) Westpark's implied price per share was \$0.40 on
16 a day that the market price for Jammin' Java's shares was approximately \$0.93. As
17 another example, share purchase agreements purporting to document purchases by
18 Miller's Las Colinas were undated. Another Las Colinas share purchase agreement
19 was dated, but reflected that 3.2 million shares had been purchased at a share price of
20 \$0.001, even though the shares closed at \$0.96 that day. Multiple share purchase
21 agreements followed nearly identical forms.

22 103. Given the lack of endorsement or other evidence of a legitimate transfer
23 from the GERC Nominees, the Company's transfer agent required indemnification
24 from Jammin' Java prior to transferring shares. As a result, for multiple transfers
25 from February to April 2011, management submitted on behalf of Jammin' Java a
26 board resolution acknowledging the share transfer and indemnifying the transfer
27 agent. The resolutions identified each transfer and represented that the
28 indemnification had been approved at a board meeting.

Defendants' Concealment of Beneficial Ownership

False Disclosures by Whittle

104. To conceal his ownership position and to further the pump-and-dump scheme, Whittle made material misstatements and misleading omissions in public beneficial ownership reports that he filed with the Commission.

105. Through a Schedule 13D filed on November 23, 2010 and an amended Schedule 13D filed on January 13, 2011, Whittle disclosed his ownership or beneficial control of Jammin' Java stock held directly in his name and through SJ Investments. However, Whittle did not disclose that, from April 2008 through November 2010, he beneficially owned or controlled at least another 17% of Jammin' Java through Tololo, Nemo, Tyrone, and Luminus, the offshore entities that originally acquired stock in 2008, and Monolosa, which received shares from Tyrone in April 2010. He also did not disclose the various changes in his position that occurred in late 2010, as he transferred shares to other offshore entities as part of the first wave of transfers. Further, as described below, from at least April 2010 through May 2011, Whittle participated in a group that collectively consolidated and controlled nearly all of Jammin' Java's outstanding shares, as evidenced by, among other things, the coordinated acquisitions and dispositions of the stock and the consolidation of shares in common accounts or at the same institutions.

106. In addition, Whittle misleadingly omitted the purpose of his acquisition of Jammin' Java stock, falsely stating that he had "acquired the securities for investment purposes" and other generic disclosures. In reality, he had acquired securities for the purpose of gaining and exercising control, and to conduct an illegal offering and pump-and-dump scheme.

107. Whittle also misleadingly omitted from his Schedules 13D a required description of any contracts, loans, arrangements, understandings, or relationships that he had with respect to any securities of Jammin' Java, including his contracts, arrangements, understandings, and relationships with Weaver, Sun, Miller, Wheatley,

1 Berlinger, their shell companies, and others involved in the scheme. In the portion of
2 the form calling for the holder to identify such contracts, arrangements,
3 understanding, or relationships, Whittle falsely disclosed “none.” Finally, he failed to
4 disclose material changes in the facts set forth in the Schedule 13D.

5 108. The omitted holdings, as well as the extent of Whittle’s control, were
6 material. This information would have been material to a reasonable investor,
7 particularly given that public news articles previously had identified Whittle’s role in
8 other pump-and-dump schemes. Whittle’s omissions of the purpose of his
9 acquisitions and his arrangements with others involved in the scheme also would
10 have been significant to a reasonable investor.

11 109. Whittle also acted with scienter. He knew, or recklessly disregarded,
12 that he beneficially owned more Jammin’ Java stock than he reported. Moreover,
13 Whittle structured several of the transfers just below 5% to avoid SEC reporting
14 obligations. For example, on December 23, 2010, the day following execution of the
15 Straight Path Agreement, Whittle signed a purchase agreement “selling” 3.2 million
16 shares to Miller’s Las Colinas, which amounted to approximately 4.6% of Jammin’
17 Java’s outstanding stock. Three months later, after Las Colinas sold these shares, it
18 received another 4.8% of Jammin’ Java’s stock. Whittle also took other steps to
19 conceal his ownership and control of Jammin’ Java stock. Thus, Whittle understood
20 that staying below the 5% threshold, and the concealment of his true ownership and
21 intentions, was important to the success of the scheme.

22 ***Failure to Report Beneficial Ownership***

23 110. In a transparent effort to evade SEC regulators and public scrutiny, the
24 transfers in the first and second waves described above were just below 5%.
25 Relatedly, as described above, the Defendants sold—permitting them to “reload”
26 their stock inventory—or moved shares to and from each other to avoid exceeding the
27 5% threshold.

1 111. The transfer of shares in this manner was designed to conceal beneficial
2 ownership of certain individuals or the control group and to avoid the disclosures
3 triggered by such ownership.

4 112. Whittle, Weaver, Sun, Miller, and Berlinger failed to report their
5 beneficial ownership of Jammin' Java stock, or changes in that position, as well as
6 other information required under the federal securities laws.

7 (a) **Whittle.** When the holdings of his offshore entities (Tololo,
8 Monolosa, Nemo, Tyrone, and Luminus) are combined with the stock held in his
9 name, Whittle held 22% of Jammin' Java's outstanding stock from late 2007 through
10 April 30, 2008; 26% of Jammin' Java's outstanding stock through February 28, 2010;
11 29% of Jammin' Java's outstanding stock through October 1, 2010; 16% of Jammin'
12 Java's stock through November 23, 2010; and 8% through January 13, 2011. Whittle
13 also controlled stock nominally held by the GERC Nominees. As described above,
14 Whittle filed a Schedule 13D on November 23, 2010 and an amended Schedule 13D
15 on January 13, 2011. Although he disclosed certain holdings, Whittle failed to
16 disclose the totality of stock beneficially held by him. Specifically, Whittle failed to
17 disclose holdings through offshore entities controlled by him and his control of the
18 stock nominally held by the GERC Nominees, as well as changes in those holdings.
19 Whittle also misrepresented or failed to disclose other information required to be filed
20 in connection with these reports, such as the purpose of the acquisitions and the
21 relationships or arrangements with others. Similarly, through Forms 3 and 4 filed
22 with the Commission on May 7, 2008, November 23, 2010, and January 13, 2011,
23 Whittle disclosed only the stock held directly in his name and through
24 SJ Investments, as well as the disposition of that stock in October and
25 December 2010. However, he failed to disclose his other holdings through offshore
26 entities and changes in these holdings. Whittle also failed to disclose his control of
27 the stock nominally held by the GERC Nominees and changes in those holdings.
28

1 (b) **Weaver.** Weaver controlled, and was the sole beneficial owner
2 of, Donnolis, Calgon, Arcis, Timotei, and Manitou. He also shared control of
3 Petersham through his agreements with Wheatley. On nearly every day from
4 November 23, 2010 through May 11, 2011, the collective holdings of these entities
5 exceeded 5%. From March 14, 2011 to the end of April 2011, Weaver's holdings
6 exceeded 10%. In fact, for a period of time in April 2011, Weaver's holdings rivaled
7 those of Rohan Marley. Given these holdings, Weaver was required to, but did not,
8 file beneficial ownership reports with the Commission disclosing this ownership
9 position, or material changes in the ownership, and other required information.

10 (c) **Sun.** Sun controlled, and was the sole beneficial owner of, Cilitz,
11 Torino, and Westpark. With the exception of one day during the time period
12 December 13, 2010 through March 8, 2011, the collective holdings of these entities
13 exceeded 5%. Given these holdings, Sun was required to, but did not, file beneficial
14 ownership reports with the Commission disclosing this ownership position, or
15 material changes in the ownership, and other required information.

16 (d) **Miller.** Miller controlled, and was the sole beneficial owner of,
17 Rahela and Las Colinas. With some intermittent exceptions in the time period, the
18 collective holdings of these entities exceeded 5% from December 23, 2010 through
19 April 12, 2011. Given these holdings, Miller was required to, but did not, file
20 beneficial ownership reports with the Commission disclosing this ownership position,
21 or material changes in the ownership, and other required information.

22 (e) **Berlinger.** From December 2010 to March 2011, Las Colinas,
23 Westpark, and Renavial acquired tranches of shares that, collectively, acquired more
24 than 15 million shares, or over 22% of Jammin' Java's outstanding stock. As
25 described above, through his formal authority over the account, Berlinger shared
26 control of the holdings of these entities. Even though the shares controlled by these
27 entities were acquired or disposed at different times, collectively these entities held
28

1 more than 5% from March to April 2011. However, Berlinger never filed a
2 Schedule 13D disclosing his beneficial ownership of the shares.

3 113. Further, Whittle, Weaver, Sun, Berlinger, Wheatley, Al-Barwani, and
4 Miller acted as part of a group with others that collectively controlled over 5% of
5 Jammin' Java's stock through the share acquisitions and transfers from late 2010
6 through May 2011. As members of a control group, Whittle, Weaver, Sun, Miller,
7 Wheatley, Al-Barwani, and Berlinger were required to, but did not, file beneficial
8 ownership reports with the Commission disclosing this ownership position, or
9 material changes in their ownership, and other required information.

10 114. Facts reflecting coordinated group activity include the following:

11 (a) Whittle, Weaver, Sun, Wheatley, Miller, Al-Barwani, and
12 Berlinger, coordinated with each other regarding transfers and trading between these
13 entities, which were formed and managed in a similar way, and moved money
14 between the different accounts held by them.

15 (b) In these circumstances, the timing and source of transfers and the
16 timing and nature of the sales provides reflects the collusion among the Defendants.
17 Eight entities that dumped large quantities of shares during the promotion each
18 received two blocks of shares within a period of months: Wheatley's Petersham
19 acquired shares from Whittle's Nemo and GERC Nominees; Miller's Rahela acquired
20 shares from Whittle's Nemo and Tyrone; Miller's Las Colinas acquired shares from
21 Whittle's Tyrone and GERC Nominees; Sun's Torino acquired shares from Whittle's
22 Nemo and Weaver's Arcis; Sun's Westpark acquired shares from Weaver's Donnolis
23 and GERC Nominees; Weaver's Arcis acquired shares from Whittle's Luminus and
24 GERC Nominees; Weaver's Timotei acquired shares from Sun's Cilitz and GERC
25 Nominees; and Al-Barwani's Renavial acquired shares from GERC Nominees and
26 Miller's Rahela. The remaining three entities that sold large blocks of stock
27 (Prospera, Calgon, and Manitou) all acquired their shares from GERC Nominees. All
28 eleven entities that dumped shares did so within weeks or months of each other. All

1 of the entities sold all of the shares that they acquired during that time period, and
2 none of these eleven entities purchased shares in the open market.

3 (c) Relatedly, entities involved in the illegal distribution received
4 their shares from common sources. For example, within weeks, Whittle's Nemo
5 transferred shares to three different shell entities controlled by Weaver and Wheatley
6 (Petersham), Miller (Rahela), and Weaver (Arcis), the latter of which would
7 immediately transfer a substantial portion of those shares to Sun's Torino. Around
8 this same time, Whittle's Tyrone transferred shares to Rahela (Miller) and Las
9 Colinas (Miller).

10 (d) Other interactions provide examples of close collaboration
11 between Defendants. For instance:

12 i. **Weaver and Sun.** On the same day in November 2010,
13 Weaver's Donnohis and Sun's Cilitz each received a substantial block of shares from
14 two entities controlled by Whittle. Both Donnohis and Cilitz were opened with a
15 month of each other, shared nominal officers and directors, were formed by the same
16 law firm, lacked any true business apart from the transfer and sale of stock,
17 maintained accounts at the same broker, and were represented by the same account
18 manager. Moreover, Weaver and Sun communicated with each other about the
19 account, including the movement or sale of Jammin' Java stock. Then, in
20 March 2011, each of these entities forwarded substantially the same number of shares
21 within days to each other's entities: Weaver's Donnohis transferred shares to Sun's
22 Westpark while Sun's Cilitz transferred shares to Weaver's Timotei.

23 ii. **Weaver and Sun.** As described above, when Weaver's
24 Arcis entity obtained shares that exceeded 5% within that account, Weaver
25 transferred a sufficient number of shares to Sun's Torino entity to bring Arcis's
26 holdings below 5%. Both Arcis and Torino maintained accounts at the same
27 brokerage firm, which were opened within weeks of each other and managed by the
28 same account advisor. Arcis and Torino also shared nominal officers and directors.

1 Before and after the transfer of the 1,400,000 shares from Arcis to Torino, Sun's
2 Torino transferred a total of \$1.4 million to Arcis.

3 iii. **Miller, Sun, Al-Barwani, and Berlinger.** Three entities—
4 Miller's Las Colinas, Sun's Westpark, and Al-Barwani's Renavial—were formed and
5 opened accounts at the same brokerage firm within weeks of each of each other.
6 Berlinger served as the officer and director of all three entities. Around this same
7 time, Berlinger established a fourth entity at Weaver's direction, Calgon. All three
8 entities transferred a portion of trading proceeds to entities controlled by Weaver.
9 Similarly, other entities were grouped within the same foreign brokerage firms or
10 banks and managed by common advisors.

11 iv. **Miller, Weaver, and Berlinger.** Miller's Las Colinas and
12 Rahela entities collectively acquired four blocks of shares within months. As
13 described below, Miller then worked with Weaver and Berlinger to form an entity
14 that would receive trading proceeds from Las Colinas to be forwarded to Jammin'
15 Java under the guise of the Straight Path Agreement. Las Colinas also paid fees
16 associated with fourteen offshore entities formed or controlled by Weaver and
17 Berlinger, including Straight Path.

18 v. **Miller and Weaver.** Rahela was formed within weeks of
19 Weaver's Timotei entity, by the same Panamanian law firm, and then opened
20 accounts on the same day at the same Panamanian brokerage firm. Weaver was
21 given some authority to trade in both of the Rahela and Timotei accounts. Miller's
22 Rahela entity also forwarded a large block of shares to Al-Barwani's Renavial entity.

23 vi. **Weaver, Sun, Al-Barwani, and Miller.** Weaver and Sun
24 coordinated the formation of Al-Barwani's Renavial and the opening of accounts in
25 its name. As part of this effort, and to coordinate efforts with respect to the receipt
26 and sale of Jammin' Java stock, Weaver and Sun organized meetings with
27 Al-Barwani and others in Switzerland in October 2010 regarding Jammin' Java and
28 its stock. Following the account opening, Al-Barwani's Renavial entity acquired

1 shares from GERC Nominees—as part of a simultaneous transfer to Weaver’s
2 Timotei—and then from Miller’s Rahela entity.

3 vii. **Wheatley and Weaver.** Wheatley and Weaver operated
4 Petersham pursuant to joint agreements regarding the control and operation of
5 Petersham. Further, Petersham’s account was maintained at the same firm as
6 Calgon’s account, and managed by the same account advisor. Wheatley’s permitted
7 Weaver trading authority over the Petersham account.

8 (e) Nearly all of the account activity in every one of the selling
9 entities’ accounts from late 2010 to May 2011 involved the sale of Jammin’ Java
10 stock. However, during this same time period, four entities handled the same stock
11 (Lucky Boy)—Weaver’s Timotei, Miller’s Rahela, Sun’s Torino, and Wheatley’s
12 Petersham. The handling of this single stock by these entities, particularly in the
13 absence of any other stock activity, further reflects coordination between the
14 Defendants. Similarly, in 2011 and 2012, Northumberland stock was handled by
15 accounts for Donnohis, Timotei, and Manitou (all Weaver) and Las Colinas (Miller).

16 **Fraudulent Newsletters and Other Promotion**

17 115. As early as November 2009 and January 2010, Whittle consulted the
18 Hunters about a potential promotion of Jammin’ Java.

19 116. As early as November 2010, the Hunters drafted, approved, and sent
20 emails using false identities encouraging the purchase of Jammin’ Java stock. The
21 Hunters began distributing these emails in November 2010, at the same time that
22 various stock transfers occurred, and continued through May 2011. The publication
23 of emails coincided with an increase in Jammin’ Java’s share price and with various
24 stock transfers or sales.

25 117. In early 2011, the Hunters began to prepare and distribute various stock
26 newsletters touting Jammin’ Java’s stock.

27 118. From March 2011 to May 2011, the Hunters used two websites that they
28 controlled, www.hackthestockmarket.com and www.thelautnerletter.com, to publish

1 information regarding Jammin' Java stock, sent repeated blast emails, and made
2 numerous posts on investor message boards. To conceal their identity, the Hunters
3 used the false names Marc Lautner and John Bell and fictitious business and email
4 addresses.

5 119. In addition, the Hunters posted the newsletters on Yahoo Finance to
6 generate interest in Jammin' Java stock.

7 120. The newsletters and postings were broadly distributed.

8 121. The Hunters authorized and controlled these promotional efforts.

9 122. In addition to the misrepresentations about their own identities—at a
10 time that the Hunters knew that they were being investigated for securities fraud—the
11 newsletters and posts distributed to the public from March to May 2011:

12 (a) stated that Jammin' Java farmed its own blue mountain coffee
13 beans, when, in reality, Jammin' Java did not grow its own beans or offer blue
14 mountain beans, beyond small amounts used for tasting profiles;

15 (b) claimed that Rohan Marley founded Jammin' Java and was
16 involved in its day-to-day operations when, in reality, he did not become involved in
17 the company until a few years after it was founded and, at the time the newsletters
18 were disseminated, only participated in company operations at a high level;

19 (c) asserted that Jammin' Java was engaged in a "rollout of Jammin'
20 Java coffee across North America" that would lead to sales and an "initial explosion
21 in revenue" when, in reality, Jammin' Java was not engaged in a wide-scale rollout
22 and the distribution agreements did not guarantee that sales would be made;

23 (d) used company images and likenesses that provided the false
24 impression that Jammin' Java authorized the Hunters' reports and implied that the
25 product was endorsed by entertainer Jay Leno;

26 (e) asserted that "Jammin' Java is no longer a development stage
27 company" when the Company's SEC filings stated the opposite;
28

1 (f) represented that the Company could “legally use the [Marley]
2 name at no cost”; and

3 (g) predicted a share price of \$10.00 when the Hunters had no
4 reasonable basis for such a prediction.

5 123. These statements were material. In making an investment decision, a
6 reasonable investor would have found these representations important because
7 Jammin’ Java’s value was connected in significant part to its branding efforts and its
8 connections to the Marley name. The representations provided the illusion that
9 Marley Coffee already was an operating business, when in fact it was not. The true
10 costs of Jammin’ Java’s license to use the Marley brand name also would have been
11 significant to a reasonable investor. The \$10.00 share price prediction appeared to
12 reflect an actual analysis of the Company when, in reality, there was no basis for the
13 price prediction. In addition, a reasonable investor would have found it important
14 that the purported recommendations were being issued by promoters operating under
15 fake names—apparently to conceal involvement with other pump-and-dump activity
16 or to facilitate the Hunters’ ability to conduct other pump-and-dump schemes.

17 124. The newsletters also misrepresented the source, nature, and amount of
18 their compensation. The newsletters represented that a purported third-party
19 shareholder, Centurion Ventures, had paid for the marketing campaign when, in
20 reality, there was no shareholder by that name. Moreover, the Hunters had been
21 engaged by Whittle or others working with him to promote Jammin’ Java stock in
22 connection with a pump-and-dump scheme. Investors would have considered this
23 fact important to their investment decision.

24 125. At the time the newsletters and posts were published, the Hunters knew
25 or recklessly disregarded that the representations were false. The Hunters issued
26 these statements in connection with a promotional campaign designed to inflate the
27 price of Jammin’ Java’s stock artificially so that participants in the scheme could
28 dump shares following the price increase.

126. At the time of the newsletters, the Hunters also knew that they had been charged in the UK and were being investigated by the SEC for their involvement in separate penny stock schemes. In July 2010, the Crown Prosecution Services charged the Hunters with conspiracy and violation of Section 2 of the United Kingdom Fraud Act (fraud by false representation), as well as with regulatory offenses under the United Kingdom Financial Services and Markets Act. Subsequently, in November 2011, Alexander Hunter pled guilty to carrying out regulated activity when not authorized to do so by the Financial Services and Markets Act. The UK charges were dropped against Thomas Hunter. On April 12, 2012, the SEC charged the Hunters with defrauding investors through an internet-based pump-and-dump scheme in which they touted a fake “stock picking robot” that purportedly identified penny stocks set to double in price. Instead, the brothers were merely touting stock that they were being paid separately to promote. Without admitting or denying the allegations, the Hunters settled the action on March 12, 2013, consenting to an order permanently enjoining them from future violations of the antifraud provisions of the federal securities laws and imposing a \$100,000 penalty on Alexander Hunter and a \$75,000 penalty on Thomas Hunter.

Stock Price Movement

127. The plan to pump the price of Jammin' Java stock worked as intended. The announcement of the Straight Path Agreement, the coordinated trading activity, the company announcements, and the misleading touting activity led to a dramatic increase in Jammin' Java's share price and volume from December 2010 to May 2011.

128. In December 2010, Jammin' Java common stock was trading at \$0.17 per share. Over the next six months, Jammin' Java's share price rose to an intraday high of \$6.35 on May 12, 2011. During this same time period, Jammin' Java's trading volume rose from no shares during most of December 2010 and

1 January 2011 to 20 million shares on May 12, 2011, the peak of the promotion, when
2 Jammin' Java shares traded between \$4.15 and \$6.35.

3 129. The promotion and movement in the share price, as well as multiple
4 significant steps in the distribution of stock through the offshore network, occurred
5 between Jammin' Java's public filing of its Form 10-Q with the Commission on
6 December 20, 2010 and the public filing of its Form 10-K on May 17, 2011. As
7 described below, in the Form 10-K, Jammin' Java disclosed multiple negative facts
8 about its business prospects and financial condition.

9 **Dumping of Shares on the Public Market**

10 130. During this period of heightened price and volume activity, multiple
11 Defendants generated approximately \$78 million in trading profits by selling shares
12 of Jammin' Java received from Whittle or others working with him less than six
13 months earlier. During a six-month period, these entities, and the individuals who
14 owned and controlled them—Weaver, Sun, Miller, Al-Barwani, and Wheatley—sold
15 over 45 million shares. In the aggregate, the shares that were sold amounted to
16 approximately two thirds of Jammin' Java's outstanding stock and nearly its entire
17 public float. Figure 5 summarizes these sales. The percentages are calculated based
18 on the outstanding stock as of the date of the relevant transfer.

Figure 5. Sales of Jammin' Java Stock by Weaver, Sun, Miller, Al-Barwani, and Wheatley (2011)

Beneficial Owner	Entity	Date Acquired	Shares Acquired	Date of Sales	Trading Profits
Weaver	Arcis	Mar. 9, 2011 Mar. 14, 2011	237,160 (0.3%) 3,143,408 (4.5%)	Mar. 18, 2011-Mar. 23, 2011 Apr. 15, 2011-May 3, 2011	\$292,211 \$6,014,713
	Timotei	Mar. 4, 2011 Mar. 8, 2011	1,033,052 (1.5%) 2,072,400 (3.0%)	Mar. 9, 2011-Apr. 27, 2011	\$4,686,332
	Calgon	Mar. 31, 2011	3,361,371 (4.9%)	Mar. 29, 2011-Apr. 25, 2011	\$5,807,227
	Manitou	Apr. 4, 2011	2,751,964 (4.0%)	Apr. 29, 2011-May 3, 2011	\$5,855,175
Sun	Torino	Dec. 13, 2010 Mar. 21, 2011	3,110,941 (4.5%) 1,400,000 (2.0%)	Jan. 17, 2011- Mar. 30, 2011	\$4,594,843
	Westpark	Mar. 4, 2011	2,898,317 (4.2%)	Mar. 10, 2011- Mar. 31, 2011	\$3,610,071
Miller	Rahela	Nov. 23, 2010 Feb. 22, 2011	1,560,000 (2.3%) 1,639,660 (2.4%)	Feb. 3, 2011-Feb. 18, 2011 Feb. 23, 2011-Mar. 2, 2011	\$1,169,622 \$1,471,171
		Dec. 23, 2010 Apr. 4, 2011	3,200,000 (4.6%) 3,321,336 (4.8%)	Feb. 8, 2011-Mar. 10, 2011 Apr. 7, 2011-Apr. 15, 2011	\$3,040,600 \$5,999,468
	Las Colinas				
Al-Barwani	Renavial	Mar. 14, 2011 May 6, 2011	3,000,000 (4.3%) 3,156,698 (4.6%)	Mar. 31, 2011-Apr. 7, 2011 May 6, 2011- May 12, 2011	\$4,918,520 \$10,259,614
Wheatley	Petersham	Nov. 18, 2010 Apr. 20, 2011	3,200,000 (4.6%) 3,321,336 (4.8%)	Feb. 11, 2011-Mar. 3, 2011 May 2, 2011-May 11, 2011	\$2,613,280 \$10,889,240
Unknown	Prospera	Feb. 28, 2011	2,668,930 (3.9%)	May 3, 2011-May 10, 2011	\$6,275,677
Total			45,076,753 (65.2%)		\$77,712,700

131. Several of the Defendants authorized or approved the offer and sale of stock identified in Figure 5.

(a) Weaver authorized or approved the acquisition and sale of Jammin' Java stock by Arcis, Timotei, Calgon, and Manitou summarized in Figure 5. Weaver also authorized the sale of 299,683 shares by Donnolis in December 2010 and the transfer of 2,898,317 shares from Donnolis to Westpark that were sold by Westpark in March 2011.

(b) Sun authorized or approved the acquisition and sale of Jammin' Java stock by Westpark and, based on his ownership and control of the entity, Torino summarized in Figure 5. Sun also authorized the transfer of 2,072,400 shares from Cilitz to Timotei that were sold by Timotei in March and April 2011.

(c) Coordinating with Weaver, Wheatley authorized or approved the acquisition and sale of Jammin' Java stock by Petersham summarized in Figure 5.

(d) Miller authorized or approved the acquisition and sale of Jammin'

1 Java stock by Las Colinas and, based on his control over the entity, Rahela
2 summarized in Figure 5. Based on his control over Rahela, Miller also authorized the
3 transfer of 3,156,698 shares from Rahela to Renavial that were sold in May 2011.

4 (e) Al-Barwani authorized or approved the acquisition and sale of
5 Jammin' Java stock by Renavial summarized in Figure 5.

6 (f) As described in more detail above, Berlinger facilitated the
7 acquisition and sale of stock by Las Colinas, Renavial, Westpark, and Calgon
8 summarized in Figure 5. Without Berlinger's actions and assistance, those transfers
9 and sales would not have taken place. However, the sale of stock by entities not
10 managed by Berlinger reflects that he was not exclusively responsible for all sales in
11 Figure 5.

12 132. In addition, each of the entities identified in Figure 5, as well as Cilitz
13 and Donnolis, above served as the corporate alter ego for its beneficial owner.

14 (a) As described in more detail above, there was a near-complete
15 unity of financial interest and ownership between those offshore entities and their
16 respective beneficial owners—Weaver, Sun, Miller, Al-Barwani, and Wheatley.
17 Among other things:

18 i. For each entity, the respective beneficial owner had sole
19 ownership and ultimate control over the transactions of the entity and the entity's
20 transactions were conducted according to the beneficial owner's wishes.

21 ii. Each entity had no employees and no operations other than
22 trading stock for the benefit of its beneficial owner and his co-Defendants.

23 iii. Each entity was formed and operated to obscure the
24 beneficial owner's control of his respective entity.

25 iv. Weaver, Sun, Miller, Al-Barwani, and Wheatley owned
26 entities with various nominee officers. The common denominator amongst these
27 collaborating entities was not any particular nominee officer. The common
28 denominator was the beneficial owner.

1 v. The formation and operation of each entity reflects an intent
2 by the respective beneficial owner to conceal participation in the pump-and-dump
3 scheme. Many of the entities were formed between August and November 2010, just
4 before Whittle's first distribution of Jammin Java stock in November and
5 December 2010, and just before the December 2010 consummation of the sham
6 Straight Path Agreement. In addition, each entity collaborated with Whittle, and
7 several with each other, to ensure that its ownership of Jammin Java stock did not
8 exceed the 5% ownership threshold for SEC reporting.

9 (b) An inequity would result if the misconduct described in this
10 Amended Complaint is attributed to the Defendants' entities alone. The offshore
11 shell entities identified in Figure 5, as well as Cilitz and Donnolis, were formed and
12 operated to conceal the respective beneficial owner's identity and avoid liability.
13 Each entity was created to give the appearance that the nominee officer controlled, or
14 even owned the entity, while providing the true beneficial owner anonymity. The
15 respective beneficial owners exploited the features of these entities and the legal
16 protections of the relevant jurisdictions to conduct illegal financial transactions
17 secretly and to coordinate a scheme that depended on anonymity. Moreover, several
18 Defendants transferred trading profits to themselves and others, leaving empty shells
19 from which collection may be impossible.

20 133. These sales were coordinated with each other and deliberately timed to
21 coincide with the promotion and the artificial increase in Jammin' Java's share price.

22 134. The shares acquired by these offshore entities were consolidated with a
23 small number of foreign broker-dealers and sold without registration into the U.S.
24 public market through various domestic broker-dealers. These sales were made
25 primarily to investors in the public over-the-counter market in the United States.

26 135. As summarized in Figure 5, the acquisition and resale of Jammin' Java
27 stock was almost immediate. These entities acquired the shares from December 2010
28 through May 2011, predominantly in March 2011. Nearly all the sales were

1 completed from February to May 2011, within six months of their respective
2 acquisitions.

3 136. The extraordinary profits generated by these individuals did not
4 correspond to any true investment value. Jammin' Java's public filings at the time
5 reflected no sales revenue for the Company up to that point in time. The filings also
6 showed no employees or cash and only nominal operations.

7 137. No registration statement was filed in connection with any of these
8 offers or sales of Jammin' Java stock to the public.

9 **Defendants' Transfer of Trading Profits to Jammin' Java**

10 138. A portion of the trading proceeds generated from the unregistered public
11 sale of Jammin' Java stock by Las Colinas (Miller) and Renavial (Al-Barwani)
12 ultimately was used to make the payments to Jammin' Java under the Straight Path
13 Agreement.

14 139. On three dates from January to March 2011, Jammin' Java received
15 three \$40,000 payments that were purportedly installments of funding under the
16 Straight Path Agreement. These payments did not come from Straight Path, which
17 did not exist at the time, but from Blue Leaf, an entity controlled by Weaver. Blue
18 Leaf received substantial cash inflows from several entities that had sold Jammin'
19 Java stock during the promotional period, including Miller's Las Colinas,
20 Al-Barwani's Renavial, and Weaver's Arcis.

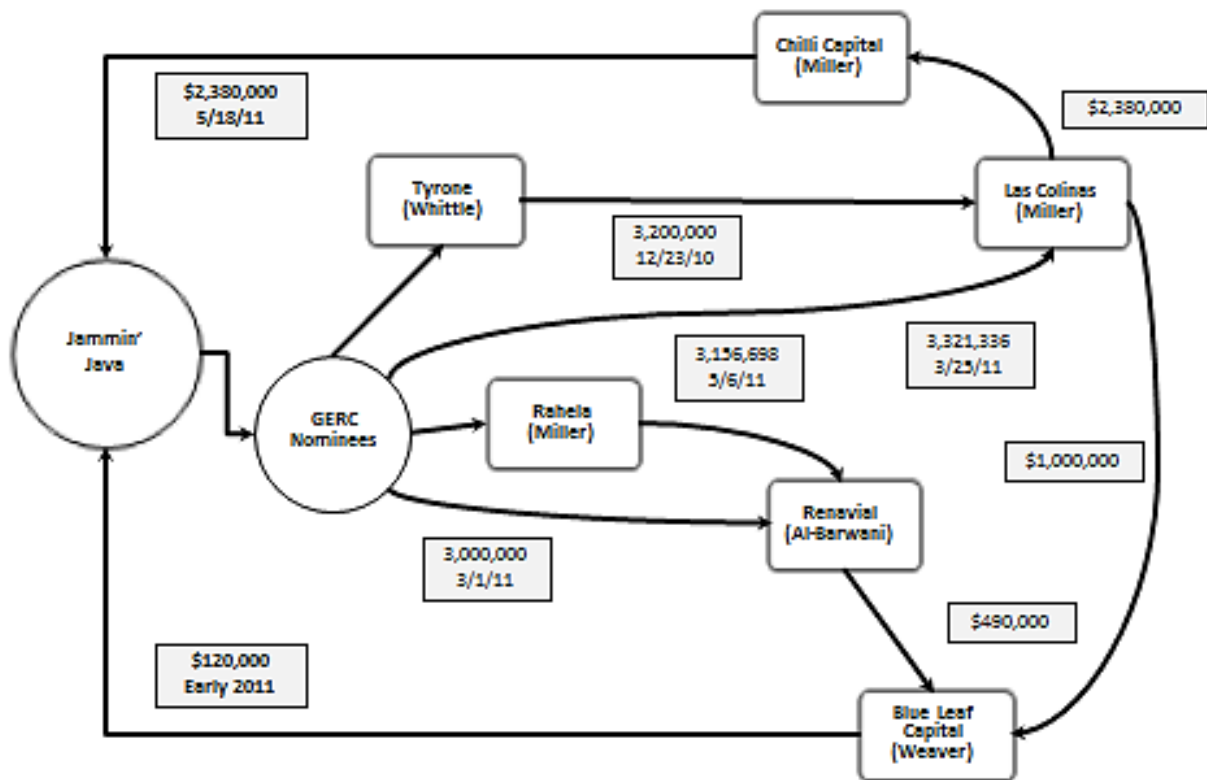
21 140. Similarly, on May 18, 2011, \$2.38 million of the trading profits
22 generated by Miller's Las Colinas was transferred to Jammin' Java under the guise of
23 the Straight Path Agreement. Again, the funds did not come from Straight Path, but
24 from another entity, Chilli Capital Ltd. ("Chilli Capital"). The entity received the
25 \$2.38 million that it transferred to Jammin' Java from Las Colinas, which had
26 obtained the funds by selling Jammin' Java stock supplied by Whittle.

27 141. Several Defendants participated in the Chilli Capital transfer. At
28 Weaver's direction, Berlinger created Chilli Capital on May 3, 2011, apparently for

the sole purpose of transferring funds to Jammin' Java, and opened an account for the entity on May 11, 2011. The Chilli Capital account was opened at VP Bank, the same Swiss bank that held accounts for Las Colinas (Miller), Renavial (Al-Barwani), and Westpark (Sun). Miller was the sole beneficial owner of Chilli Capital and approved its formation and the opening of accounts in its name. Miller also approved the transfer of \$2.38 million from Las Colinas to Chilli Capital. Chilli Capital had no operations or employees and only effectuated the receipt and transfer of proceeds from the sale of Jammin' Java stock.

142. The flow of shares from Jammin' Java and the return of trading profits to the company are depicted in Figure 6.

Figure 6. Flow of Shares and Trading Profits (December 2010 to May 2011)



Other Transfers of Trading Profits

143. Multiple Defendants benefitted from the transfer of trading profits from the sale of Jammin' Java stock that occurred from December 2010 to May 2011.

144. The Defendants benefitted from the sale of stock for the account of entities that they solely owned and controlled. Defendants are responsible for the trading profits by the shell entities held for their benefit.

145. In addition, certain Defendants transferred funds to their co-Defendants. Examples of particular transfers follow:

Weaver

(a) **Arcis (Weaver).** From November 2010 to August 2012, Weaver's Arcis transferred approximately \$1.8 million of trading proceeds to Blue Leaf, which also was controlled by Weaver. Arcis also transferred approximately \$1.5 million of trading proceeds to Weaver in his personal name, and approximately \$2 million to an account controlled by Weaver or held for his benefit. Weaver approved these transfers.

(b) **Timotei (Weaver).** On October 2, 2012, Timotei transferred approximately \$3,760,263 of trading proceeds to an account controlled by Weaver or held for his benefit.

(c) **Manitou (Weaver).** On May 2, 2012, Weaver's Manitou transferred approximately \$3,722,000, which amounted to nearly all of the proceeds from its sale of Jammin' Java stock, to Weaver.

(d) **Westpark (Sun).** On September 23, 2011, after the sale of the stock it acquired from Donnolis, Westpark “paid” Donnolis (controlled by Weaver) \$1,159,409. Sun approved this transfer.

(e) **Torino (Sun).** Across two transfers on March 15, 2011 and April 21, 2011, Sun's Torino transferred approximately \$1.4 million of trading proceeds to Arcis, which was controlled by Weaver and delivered 1.4 million shares on March 21, 2011.

Sun

(f) **Timotei (Weaver).** On January 25, 2012, Weaver's Timotei transferred approximately \$828,000 of trading proceeds to Sun's Cilitz. On behalf of

1 Timotei, Weaver approved the transfer to Sun's entity.

2 (g) **Westpark (Sun).** On May 30, 2011, Sun's Westpark transferred
3 approximately \$40,000 of the trading proceeds from the sale of Jammin' Java stock to
4 Sun.

5 ***Miller***

6 (h) **Las Colinas (Miller).** Across five transfers, from approximately
7 March 2012 to August 2012, Las Colinas transferred a total of approximately
8 \$4 million to Miller.

9 ***Al-Barwani***

10 (i) **Renavial (Al-Barwani).** From May 2011 to November 2011,
11 Renavial transferred approximately \$160,000 to Al-Barwani. On June 16, 2011,
12 Renavial transferred approximately \$90,000 to Weaver's Blue Leaf entity. On
13 March 21, 2012, at Al-Barwani's direction, Berlinger used the proceeds from
14 Renavial's sale of Jammin' Java stock to purchase shares of U.S. stock at an
15 approximate cost of \$247,434. In April 2012, with Al-Barwani's approval, Berlinger
16 arranged to transfer approximately \$11,300,000 from Renavial to the Lebanese bank
17 account of an entity established to receive, hold, and transfer funds for Al-Barwani's
18 benefit. On May 24, 2012, Renavial transferred another \$150,000 to Al-Barwani.

19 ***Wheatley***

20 (j) **Petersham (Wheatley).** Petersham transferred the proceeds from
21 its sale of Jammin' Java stock to Wheatley. Wheatley approved this transfer.

22 ***Berlinger***

23 (k) **Las Colinas (Miller), Renavial (Al-Barwani), Westpark (Sun),**
24 **and Calgon (Weaver).** Berlinger received compensation for his role in the
25 management of Las Colinas, Renavial, Westpark, and Calgon and for facilitating
26 aspects of the scheme. Further, in addition to the transfer to Chilli Capital described
27 above, on September 27, 2011, Miller's Las Colinas transferred \$31,270 to
28 Berlinger's Volante, which compensated or reimbursed Volante for services or fees

1 related to fourteen offshore entities formed or controlled by Weaver and Berlinger,
2 including Straight Path.

3 146. Given efforts to conceal the recipient of trading profits, Defendants also
4 may have benefitted from other fund transfers from the selling entities not
5 specifically identified above.

6 147. In addition to the transfers above, substantial additional amounts
7 remained in the accounts of the offshore shell entities as of late 2012.

8 **Price Collapse**

9 148. Beginning on May 13, 2011, Jammin' Java's share price began to fall
10 following Jammin' Java's disclosure of an unauthorized stock promotion.

11 149. In a Form 8-K filed on May 9, 2011, the Company stated that it had
12 become aware of various unauthorized and unaffiliated internet stock promoters who
13 were promoting short-term investments in its common stock in their "stock reports"
14 and on their websites. After an initial rise, Jammin' Java's closing share price fell
15 from a high of \$5.42 on May 12, 2011 to \$2.30 on May 17, 2011. Whittle resisted
16 this filing and any disclosure related to unauthorized promotion.

17 150. On May 17, 2011, Jammin' Java filed an annual report on Form 10-K
18 disclosing negative information about the company, including the following:

19 (a) Jammin' Java had revenues of only \$1,037 for the fiscal year ending January 31,
20 2011; (b) between February 1, 2011 and May 17, 2011, Jammin' Java had generated
21 only \$42,000 in sales; (c) Jammin' Java's auditor raised substantial doubt about
22 Jammin' Java's ability to continue as a going concern; and (d) Jammin' Java
23 continued to be a developmental stage, shell company. Following the release of the
24 Form 10-K, the share price dropped further and settled at a price between \$0.40 and
25 \$0.50 per share.

26 151. In days, investors who had purchased at the height of the promotion
27 together lost millions of dollars.
28

FIRST CLAIM FOR RELIEF

Unregistered Offer and Sale of Securities

Violations of Sections 5(a) and (c) of the Securities Act

[15 U.S.C. § 77e(a) and (c)]

(Against Defendants Whittle, Weaver, Sun, Berlinger, Miller, and Al-Barwani)

152. Paragraphs 1 through 151 are realleged and incorporated herein by reference.

153. By their conduct, Defendants Whittle, Weaver, Sun, Berlinger, Miller, and Al-Barwani directly or indirectly:

(a) made use of means or instruments of transportation or communication in interstate commerce or of the mails to sell, through the use or medium of a prospectus or otherwise, securities as to which no registration statement was in effect;

(b) for the purpose of sale or delivery after sale, carried or caused to be carried through the mails or in interstate commerce, by means or instruments of transportation, securities as to which no registration statement was in effect; and

(c) made use of means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy, through the use or medium of a prospectus or otherwise, securities as to which no registration statement had been filed.

154. Among other things, Defendants Whittle, Weaver, Sun, Berlinger, Miller, and Al-Barwani directly and indirectly sold Jammin' Java stock:

(a) by personally directing and participating in the offer and sale of Jammin' Java stock in the name of the offshore shell entities;

(b) through the offshore shell entities owned and controlled by them or through the actions of individuals acting on their behalf or at their direction; or

(c) by acting as necessary participants or substantial factors in the unregistered offering.

155. By reason of the foregoing, Defendants Whittle, Weaver, Sun, Berlinger, Miller, and Al-Barwani violated Sections 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a) and (c)].

SECOND CLAIM FOR RELIEF

Failure to File Beneficial Ownership Reports

Violations of Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)] and

Rules 13d-1 and 13d-2 Thereunder (17 C.F.R. § 240.13d-1, 13d-2)

(Against Defendants Whittle, Weaver, Sun, and Berlinger)

156. Paragraphs 1 through 151 are realleged and incorporated herein by reference.

157. Defendants Whittle, Weaver, Sun, and Berlinger, after acquiring directly or indirectly the beneficial ownership of more than 5% of a class of equity securities registered pursuant to Section 12 of the Exchange Act (15 U.S.C. § 78l), failed to file with the Commission a statement on Schedule 13D (17 C.F.R. § 240.13d-101) or, after a material increase or decrease in the percentage of the class beneficially owned, failed to file with the Commission an amendment disclosing this material change, in accordance with the requirements of Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)] and Rules 13d-1 and 13d-2 (17 C.F.R. §§ 240.13d-1 and 240.13d-2).

158. By reason of the foregoing, Defendants Whittle, Weaver, Sun, and Berlinger violated Section 13(d) of the Exchange Act [15 U.S.C. § 78m(d)] and Rules 13d-1 and 13d-2 (17 C.F.R. §§ 240.13d-1 and 240.13d-2).

THIRD CLAIM FOR RELIEF

Failure to File Beneficial Ownership Reports

Violations of Section 16(a) of the Exchange Act (15 U.S.C. § 78p) and

Rule 16a-3 Thereunder (17 C.F.R. § 240.16a-3)

(Against Defendant Whittle)

159. Paragraphs 1 through 151 are realleged and incorporated herein by reference.

1 160. Defendant Whittle, as a person who was directly or indirectly the
2 beneficial owner of more than 10% of any class of any equity security which was
3 registered pursuant to Section 12 of the Exchange Act, or as a director or an officer of
4 the issuer of such security, failed to report his beneficial ownership of such securities,
5 or changes in his beneficial ownership, on filings with the Commission on Forms 4 or
6 5 in accordance with the requirements of Section 16(a) of the Exchange Act
7 [15 U.S.C. § 78p(a)] and Rule 16a-3 [17 C.F.R. § 240.16a-3].

8 161. By reason of the foregoing, Defendant Whittle violated Section 16(a) of
9 the Exchange Act (15 U.S.C. § 78p) and Rule 16a-3 Thereunder (17 C.F.R. §
10 240.16a-3).

11 **FOURTH CLAIM FOR RELIEF**

12 **Fraud in Connection with the Purchase or Sale of Securities**

13 **Violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)]**

14 **and Rules 10b-5(a) and 10b-5(c) Thereunder [17 C.F.R. § 240.10b-5(a), (c)]**

15 **(Against Defendants Whittle, Weaver, Sun, and Berlinger)**

16 162. Paragraphs 1 through 151 are realleged and incorporated herein by
17 reference.

18 163. By their conduct, Defendants Whittle, Weaver, Sun, and Berlinger, in
19 connection with the purchase or sale of securities, by the use of means or
20 instrumentalities of interstate commerce or by the use of the mails, directly or
21 indirectly,

22 (a) employed devices, schemes, and artifices to defraud, and

23 (b) engaged in transactions, practices, or courses of business that
24 operated or would operate as a fraud or deceit upon the purchasers of such securities.

25 164. Defendants Whittle, Weaver, Sun, and Berlinger intentionally or
26 recklessly engaged in the fraudulent conduct described above.

1 165. By reason of the foregoing, Defendants Whittle, Weaver, Sun, and
2 Berlinger violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules
3 10b-5(a) and 10b-5(c) thereunder [17 C.F.R. § 240.10b-5(a), (c)].

4 **FIFTH CLAIM FOR RELIEF**

5 **Fraud in Connection with the Purchase or Sale of Securities**
6 **Violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule**
7 **10b-5(b) Thereunder [17 C.F.R. § 240.10b-5(b)]**
8 **(Against Defendants Whittle, A. Hunter, and T. Hunter)**

9 166. Paragraphs 1 through 151 are realleged and incorporated herein by
10 reference.

11 167. By their conduct, Defendants Whittle, A. Hunter, and T. Hunter, in
12 connection with the purchase or sale of securities, by the use of means or
13 instrumentalities of interstate commerce or by the use of the mails, directly or
14 indirectly, made untrue statements of material fact or omitted to state material facts
15 necessary in order to make the statements made, in the light of the circumstances
16 under which they were made, not misleading.

17 168. Defendants Whittle, A. Hunter, and T. Hunter made the untrue
18 statements and omissions of material fact.

19 169. Defendants Whittle, A. Hunter, and T. Hunter intentionally or recklessly
20 engaged in the fraudulent conduct described above.

21 170. By reason of the foregoing, Defendants Whittle, A. Hunter, and T.
22 Hunter violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule
23 10b-5(b) thereunder [17 C.F.R. § 240.10b-5(b)].
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SIXTH CLAIM FOR RELIEF

Touting Securities for Compensation Without Disclosure

Violations of Section 17(b) of the Securities Act [15 U.S.C. § 77q(b)]

(Against Defendants A. Hunter and T. Hunter)

171. Paragraphs 1 through 151 are realleged and incorporated herein by reference.

172. By their conduct, Defendants A. Hunter and T. Hunter used the means or instruments of interstate transportation, or communication in interstate commerce, or the mails, to publish or circulate communications which described securities for a consideration received or to be received, directly or indirectly from the issuers, without fully disclosing the receipt, whether past or prospective, of such consideration and the amount thereof.

173. By reason of the foregoing, Defendants A. Hunter and T. Hunter violated Section 17(b) of the Securities Act [15 U.S.C. § 77q(b)].

PRAYER FOR RELIEF

WHEREFORE, the SEC respectfully requests that this Court:

I.

Find that Defendants committed the violations alleged herein.

II.

Issue orders of permanent injunction restraining and enjoining Defendants Whittle, Weaver, Sun, Berlinger, Miller, and Al-Barwani, their agents, servants, employees, attorneys, and all persons in active concert or participation with them, from violating Section 5 of the Securities Act (15 U.S.C. § 77e).

III.

Issue orders of permanent injunction restraining and enjoining Defendants Whittle, Weaver, Sun, and Berlinger, their agents, servants, employees, attorneys, and all persons in active concert or participation with them, from violating Section 13(d)

1 of the Exchange Act [15 U.S.C. § 78m(d)] and Rules 13d-1 and 13d-2 (17 C.F.R. §§
2 240.13d-1 and 240.13d-2).

3 **IV.**

4 Issue orders of permanent injunction restraining and enjoining Defendant
5 Whittle, his agents, servants, employees, attorneys, and all persons in active concert
6 or participation with them, from violating Section 16(a) of the Exchange Act (15
7 U.S.C. § 78p) and Rule 16a-3 Thereunder (17 C.F.R. § 240.16a-3).

8 **V.**

9 Issue orders of permanent injunction restraining and enjoining Defendants
10 Whittle, Weaver, Sun, Berlinger, A. Hunter, and T. Hunter, their agents, servants,
11 employees, attorneys, and all persons in active concert or participation with them,
12 from violating Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-
13 5 thereunder (17 C.F.R. § 240.10b-5).

14 **VI.**

15 Issue orders of permanent injunction restraining and enjoining Defendants A.
16 Hunter and T. Hunter, their agents, servants, employees, attorneys, and all persons in
17 active concert or participation with them, from violating Section 17(b) of the
18 Securities Act [15 U.S.C. § 77q(b)].

19 **VII.**

20 Order Defendants to pay disgorgement of ill-gotten gains, derived directly or
21 indirectly from the misconduct alleged, together with prejudgment interest thereon.

22 **VIII.**

23 Order Defendants to pay civil penalties pursuant to Section 20(d) of the
24 Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15
25 U.S.C. § 78u(d)(3)].

26 **IX.**

27 Pursuant to Section 20(g) of the Securities Act [15 U.S.C. § 77t(g)] and Section
28 21(d)(6) of the Exchange Act [15 U.S.C. § 78u(d)(6)], bar Defendants Whittle,

Weaver, Sun, Berlinger, Miller, Al-Barwani, A. Hunter, and T. Hunter, from participating in an offering of penny stock, including engaging in activities with a broker, dealer, or issuer for purposes of issuing, trading, or inducing or attempting to induce the purchase or sale of any penny stock.

X.

Pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)], prohibit Defendant Whittle from acting as an officer or director of any issuer that has a class of securities registered pursuant to Section 12 of the Exchange Act (15 U.S.C. § 78l) or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)].

XI.

Retain jurisdiction of this action in accordance with the principles of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and decrees that may be entered, or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

XII.

Grant such other and further relief as the Court may determine to be just and necessary.

JURY DEMAND

The Commission hereby demands a trial by jury on all claims so triable pursuant to the Federal Rules of Civil Procedure.

Dated: August 8, 2016

/s/ Timothy S. Leiman

Timothy S. Leiman

Attorney for Plaintiff

Securities and Exchange Commission